အဆိုပြုလွှာအသစ်ဆောင်ရွက်မှုမှတ်တမ်း

လုပ်ငန်းအမည် ၉၉-၃ (ဘဲကုန်း - ရွှေဂူတောင်) [illegible]

စဉ်	ရက်စွဲ	စာအမှတ်/ရက်စွဲ	အကြောင်းအရာ	မှတ်ချက်
၁။	၁၄.၇.၂၀၁၄	၀၀၈/၈၈၂/ထ (၅၄၀/	သဘောတူကြောင်း။	[illegible]
		၂၀၁၄)		[illegible]
		(၂၆.၆.၂၀၁၄)		
၂။	[illegible]	ရက-၅(မ)/၀၀၁-၀၀၇/	[illegible]	၁၉/၂၀၁၄ [illegible]
		၂၀၁၄ (၁၀၁)		[illegible]
		(၁၈.၇.၂၀၁၄)		([illegible]
				[illegible])
				DMTZ [illegible]
				[illegible]
				[illegible] PAT [illegible]
				[illegible]
၃။	[illegible]	ရက-၅(မ)/၀၀၂၊၀၀၅၊၀၀၇၊	[illegible]	
		၀၀၈/၂၀၁၄(၂၀၃-၁)	သဘောတူ [illegible]	
		(၂၃.၇.၂၀၁၄)		
၄။	[illegible]	ရက-၅(မ)/၀၀၁-၀၀၇/	[illegible]	
		၂၀၁၄ (၂၀၃.င)	[illegible] သဘောတူ [illegible]	
		(၂၃.၇.၂၀၁၄)	[illegible]	
၅။	[illegible]	ရက-၅(မ)/၀၀၁-၀၀၇/	[illegible]	
		၂၀၁၄(၂၀၃.ဆ)	သဘောတူ [illegible]	
		(၂၃.၇.၁၄)		
၆။	၅.၈.၂၀၁၄	၁လ၀ / (သဘောတူ)	[illegible] သဘောတူ	
		(၉၂၉၈/၂၀၁၄)	[illegible]	
		(၁-၈-၂၀၁၄)		
၇။		၂/၂၂၀ (ခ)(ပြ)(ရွှေဂူ)/	ပတ်ဝန်းကျင်မှ သဘောတူ [illegible] ပြန်လာ	
		၂၀၁၄) (၆.၈.၂၀၁၄)	ခြင်း	
၈။		ရက-၅/၀/၀၀၁-၀၀၇/	[illegible] သဘောတူ [illegible]	
		၂၀၁၄ (၁၆) (၁.၈.၂၀၁၄)	[illegible] ပြန်ကြားခြင်း	

စဉ်	လက်ခံရရှိသည့်ရက်စွဲ	စာအမှတ်/ ရက်စွဲ	အကြောင်းအရာ	မှတ်ချက်
၉။		ရအ-၅(စ)/၀၀၁-၀၀၇/	ပတ်ဝန်းကျင် ၁၁ ခြောက် ထားအား	
		၂၀၁၄ (၁၈)(၁၈.၈.၂၀၁၄)	ဖွံ့:အစဝန်ကြီး:ဌာနသို့ ပြန်ကြား	
			ခြင်း	
၁၀။		DICA-5(E)/0021	Permit & Decision	
		2014 (29) 23-8-14		

အထွေထွေ အရပ်ရပ် -၁၆
(ရုံးတွင်း စာအကျဉ်းချုပ် (သို့မဟုတ်) စာကြမ်းရေးရန်အတွက်)

ရက်စွဲ၊၂၀၁၄ ခုနှစ် ဩဂုတ်လ ၇၉ ရက်

အကြောင်းအရာ။ **စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့် သဘာဝဓါတ်ငွေ့လုပ်ငန်း၊ အိန္ဒိယနိုင်ငံ ONGC Videsh Limited နှင့် မြန်မာနိုင်ငံ Machinery and Solutions Co., Ltd. တို့သည် ကုန်းပိုင်းလုပ်ကွက် EP-3 (သဲကုန်း-ရွှေကူဒေသ)တွင် ရေနံနှင့်သဘာဝဓါတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေးလုပ်ငန်းများဆောင်ရွက်ရန်အတွက် ထုတ်လုပ်မှုအပေါ် ခွဲဝေခံစားရေးစာချုပ် (Production Sharing Contract- PSC) အရ ရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်ရန် အဆိုပြု တင်ပြလာခြင်းကိစ္စ**

၁။ ၁၈-၇-၂၀၁၄ ရက်နေ့တွင် ကျင်းပပြုလုပ်သည့် မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၁၉/၂၀၁၄) ကြိမ်မြောက် အစည်းအဝေး ဆုံးဖြတ်ချက်အရ ကုမ္ပဏီသို့ ထုတ်ပေးမည့် ခွင့်ပြုမိန့် (Permit) နှင့် ဆုံးဖြတ်ချက် (Decision) များကို လက်မှတ်ရေးထိုးပေးနိုင်ပါရန် ပြုစုတင်ပြအပ်ပါသည်။

(အောင်နိုင်ဦး)
အတွင်းရေးမှူး

ဥက္ကဋ္ဌ

Form (2)
Sr.No. 29
Date 23.8.2014

THE REPUBLIC OF THE UNION OF MYANMAR
The Myanmar Investment Commission
PERMIT

Permit No. 785 /2014 Date 23rd , August 2014

This Permit is issued by the Myanmar Investment Commission according to the section 13, sub - section (b) of the Republic of the Union of Myanmar Foreign Investment Law:-

(a) Name of Investor/Promoter DIRECTOR GENERAL, ENERGY PLANNING DEPARTMENT, MINISTRY OF ENERGY

(b) Citizenship MYANMAR

(c) Address BUILDING NO. 6, NAY PYI TAW

(d) Name and Address of Principal Organization MINISTRY OF ENERGY, BUILDING NO. 6, NAY PYI TAW

(e) Place of Incorporation BUILDING NO. 6, NAY PYI TAW

(f) Type of Investment Business EXPLORATION & PRODUCTION OF CRUDE OIL AND NATURAL GAS

(g) Place(s) at which Investment is permitted ONSHORE BLOCK (EP-3) THEGON-SHWEGU AREA, BAGO REGION

(h) Amount of Foreign Capital US$ 32.65 MILLION

(i) Period for Foreign Capital brought in YEAR 2014 TO YEAR 2021

(j) Total amount of capital (Kyat) EQUIVALENT IN KYAT OF US$ 32.65 MILLION

(k) Construction Period YEAR 2014 TO YEAR 2021

(l) Validity of investment permit 6 YEARS AND 6 MONTHS

(m) Form of investment PRODUCTION SHARING CONTRACT

(n) Name of Company incorporated in Myanmar ONGC VIDESH LIMITED & MACHINERY AND SOLUTIONS COMPANY LIMITED

Chairman
The Myanmar Investment Commission

EP 3

ပုံစံ (၂)

စာအမှတ် ၂၆

ရက်စွဲ ၂၉.၈.၂၀၁၄

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
ခွင့်ပြုမိန့်

ခွင့်ပြုမိန့်အမှတ် ၇၈၅ /၂၀၁၄ ၂၀၁၄ ခုနှစ် ဩဂုတ်လ ၂၉ ရက်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၁၃၊ ပုဒ်မခွဲ (ခ) အရ ဤခွင့်ပြုမိန့်ကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်က ထုတ်ပေးလိုက်သည်-

(က) ရင်းနှီးမြှုပ်နှံသူ/ကမကထပြုသူအမည် ညွှန်ကြားရေးမှူးချုပ်၊ စွမ်းအင်စီမံရေး ဦးစီးဌာန၊ စွမ်းအင်ဝန်ကြီးဌာန

(ခ) နိုင်ငံသား မြန်မာ

(ဂ) နေရပ်လိပ်စာ ရုံးအမှတ် (၆)၊ နေပြည်တော်

(ဃ) ပင်မအဖွဲ့အစည်းအမည်နှင့်လိပ်စာ စွမ်းအင်ဝန်ကြီးဌာန၊ ရုံးအမှတ် (၆)၊ နေပြည်တော်

(င) ဖွဲ့စည်းရာအရပ် ရုံးအမှတ် (၆)၊ နေပြည်တော်

(စ) ရင်းနှီးမြှုပ်နှံသည့်လုပ်ငန်းအမျိုးအစား ရေနံနှင့် သဘာဝဓါတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေးလုပ်ငန်း

(ဆ) ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ) ကုန်းတွင်းပိုင်းဒေသ၊ လုပ်ကွက်အမှတ် (EP-3) သဲကုန်း-ရွှေကူဒေသ၊ ပဲခူးတိုင်းဒေသကြီး

(ဇ) နိုင်ငံခြားမတည်ငွေရင်းပမာဏ အမေရိကန်ဒေါ်လာ ၃၂.၆၅ သန်း

(ဈ) နိုင်ငံခြားမတည်ငွေရင်းယူဆောင်လာရမည့်ကာလ ၂၀၁၄ ခုနှစ် မှ ၂၀၂၀ ခုနှစ်အထိ

(ည) စုစုပေါင်းမတည်ငွေရင်းပမာဏ(ကျပ်) အမေရိကန်ဒေါ်လာ ၃၂.၆၅ သန်းနှင့် ညီမျှသောမြန်မာကျပ်ငွေ

(ဋ) တည်ဆောက်မှုကာလ ၂၀၁၄ ခုနှစ် မှ ၂၀၂၀ ခုနှစ်အထိ

(ဌ) ရင်းနှီးမြှုပ်နှံမှုခွင့်ပြုသည့် သက်တမ်း ၆နှစ် ၆ လ

(ဍ) ရင်းနှီးမြှုပ်နှံမှုပုံစံ PRODUCTION SHARING CONTRACT

(ဎ) မြန်မာနိုင်ငံတွင် ဖွဲ့စည်းမည့် ကုမ္ပဏီအမည် ONGC VIDESH LIMITED & MACHINERY AND SOLUTIONS COMPANY LIMITED

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

REPUBLIC OF THE UNION OF MYANMAR
MYANMAR INVESTMENT COMMISSION
No.(1), Thitsar Road, Yankin Township, Yangon

Our ref: DICA-5(E)/002/ 2014(29) Tel: 95-1-657892
Date : 23rd August 2014. Fax: 95-1-657825

Subject: **Decision of the Myanmar Investment Commission on the Proposal for "Exploration and Production of Crude Oil & Natural Gas for Onshore Block EP-3 (Thegon- Shwegu Area) in Bago Region" under the name of "ONGC Videsh Limited & Machinery and Solutions Company Limited"**

Reference: Ministry of Energy, Letter No. 008/882/Hta (540/2014) dated (26-6-2014).

1. The Myanmar Investment Commission, at its meeting (19 /2014) held on dated 18th July 2014 had reviewed the proposal and resolved to permit for investment in "Exploration and Production of Crude Oil & Natural Gas for Onshore Block EP-3 (Thegon- Shwegu Area) in Bago Region " under the name of "ONGC Videsh Limited & Machinery and Solutions Company Limited" pursuant to the Production Sharing Contract to be signed between Myanma Oil and Gas Enterprise and ONGC Videsh Limited & Machinery and Solution Company Limited with the approved of the Cabinet of the Union Government, at its meeting (11/2014) held on dated 4th June 2014.

2. Hence, the "Permit" is herewith issued in accordance with Chapter VII, Section 13(b) of the Foreign Investment Law and Chapter VIII, Rule 49 of the Foreign Investment Rules relating to the said Law. Terms and conditions to the "Permit" are stated in the following paragraphs.

3. Subject to the provision of the Memorandum of Understanding, dated 3rd July 2013, the participating interests of the parties in respect of the Production Sharing Contract (PSC) shall be as follows:

ONGC Videsh Limited	(India)	97%
Machinery and Solutions Company Limited	(Myanmar)	3%

4. The permitted duration of the project shall be 20 (Twenty) years. An initial preparation period shall be 6 (six) months and exploration period shall be 3(three) consecutive years and extendable 2 (two) years one time for first extension and 1 (one) year for second extension period.

5. ONGC Videsh Limited & Machinery and Solutions Company Limited shall pay royalty to the Government equal to 12.5% of the value of Available Petroleum from the Contract Area.

6. ONGC Videsh Limited & Machinery and Solutions Company Limited shall pay to Myanma Oil & Gas Enterprise to the amount of US $ 1.5 Million (United States Dollar one million, five hundred thousand only) as Signature Bonus within 30 days after getting permit from Myanmar Investment Commission.

7. Production Split between Myanma Oil and Gas Enterprise and ONGC Videsh Limited & Machinery and Solutions Company Limited shall be allocated for Development and Production Area as follows:-

Crude Oil

BOPD	MOGE(%)	CONT (%)
0 - 10,000	60	40
10,001 - 20,000	65	35
20,001 - 50,000	70	30
50,001 - 100,000	80	20
100,001 - 150,000	85	15
Above 150,000	90	10

Natural Gas

MMCFD	MOGE(%)	CONT (%)
Up to 60	60	40
61 - 120	65	35
121 - 300	70	30
301 - 600	80	20
601 - 900	85	15
Above 900	90	10

8. ONGC Videsh Limited & Machinery and Solutions Company Limited shall pay Production Bonus to Myanma Oil and Gas Enterprise with respect to each Crude Oil and Natural Gas development and production area as follows:

Production Bonus

Crude Oil

At BOPD	US $(MILLION)
Upon approval of Development Plan	0.50
10,000(for 90 consecutive days production)	1.50
20,000 (for 90 consecutive days production)	2.00

50,000 (for 90 consecutive days production)	3.00
100,000(for 90 consecutive days production)	4.00
150,000(for 90 consecutive days production)	6.00

Natural Gas

At MMCFD	**US $(MILLION)**
Upon approval of Development Plan	0.50
60(for 90 consecutive days production)	1.50
120(for 90 consecutive days production)	2.00
300(for 90 consecutive days production)	3.00
600(for 90 consecutive days production)	4.00
900(for 90 consecutive days production)	6.00

9. After the commencement of commercial production of Crude Oil, shall fulfil as its obligation 20%(twenty) percent of Crude Oil and 25% (twenty five) percent of Natural Gas toward the supply of the domestic Crude Oil and Natural Gas market in Myanmar. Myanma Oil and Gas Enterprise shall pay the price equivalent of 90%(ninety) percent of the Fair Market Price.

10. ONGC Videsh Limited & Machinery and Solutions Company Limited shall provide Training Fund to the amount of US $ 25,000 (United States Dollar twenty five thousand only) per contract year for Exploration Period and US $ 50,000 (United States Dollar fifty thousand only) per contract year for Development and Production Period shall also provide Research and Development Fund to the amount of 0.5% (zero point five) percent of its share of profit Petroleum in favour of Myanma Oil and Gas Enterprise.

11. Myanma Oil and Gas Enterprise shall have the right to demand from ONGC Videsh Limited & Machinery and Solutions Company Limited that up to 15% (fifteen) percent after commercial discovery and up to 25% (twenty five) percent undivided interest.

12. ONGC Videsh Limited & Machinery and Solutions Company Limited is liable to pay the Government the following tranches out of the net profit made on the sale or transfer of the shares in the Company.

(a)	If the amount of Net Profit is up to and including US$ 100 million (United States Dollars one hundred million only)	40%

(b) If the amount of Net Profit is between US$ 100 million and US$ 150 million (United States Dollar one hundred million only and United States Dollar one hundred and fifty million only) 45%

(c) If the amount of Net Profit is over US$ 150 million (United States Dollar one hundred and fifty million only) 50%

13. In issuing this "Permit," the Commission has granted, the followings, exemptions and reliefs as per section 27(a),(h) and (i) of the Foreign Investment Law. Other exemptions and reliefs under Chapter XII, section 27 shall have to be applied upon the actual performance of the project;

(a) As per section 27(a), income tax exemption for a period of five consecutive years including the year of commencement on commercial operation;

(b) As per section 27(h), exemption or relief from custom duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business which are imported as they are actually required for use during the period of construction of business;

(c) As per section 27(i), exemption or relief from customs duty or other internal taxes or both on raw materials imported for production for the first three-year after the completion of construction of business;

14. ONGC Videsh Limited & Machinery and Solutions Company Limited shall have to sign the Production Sharing Contract with Myanma Oil and Gas Enterprise. After signing the Agreement, (5) copies shall have to be forwarded to the Commission.

15. ONGC Videsh Limited & Machinery and Solutions Company Limited shall use its best efforts for timely realization of works stated in the Proposal. If none of such works has been commenced within one year from the date of issue of this "Permit", it shall become null and void.

16. The commercial date of operation shall be reported to the Commission.

17. ONGC Videsh Limited & Machinery and Solutions Company Limited shall endeavour to meet the targets for Exploration and Production of Crude Oil & Natural Gas stated in the proposal as the minimum target.

18. The Commission approves periodical appointments of foreign experts and technicians from abroad as per proposal ONGC Videsh Limited & Machinery and Solutions Company Limited shall have to consult with Directorate of

Labour, Ministry of Labour, Employment and Social Security for appointment of such foreign experts and technicians.

19. In order to evaluate foreign capital and for the purpose of its registration in accordance with the provisions under Chapter XV, section 37 of the Foreign Investment Law, it is compulsory to report as early as possible in the following manner:-

(a) the amount of foreign currency brought into Myanmar, attached with the necessary documents issued by the respective bank where the account is opened and defined under Chapter XVI, Rules 134 and 135 of the Foreign Investment Rules;

(b) the detailed lists of the type and value of foreign capital defined under Chapter I, section 2(i) of the Foreign Investment Law, other than foreign currency.

20. Whenever ONGC Videsh Limited & Machinery and Solutions Company Limited brings in foreign capital defined under Chapter I, section 2(i) of the Foreign Investment Law, other than foreign currency in the manner stated in paragraph 19(b) mentioned above, the Inspection Certificate endorsed and issued by an internationally recognized Inspection Firm with regard to quantity, quality and price of imported materials shall have to be attached.

21. ONGC Videsh Limited & Machinery and Solutions Company Limited has the right to make account transfer and expend the foreign currency from his bank account in accordance with Chapter XVI, Rule 136 of the Foreign Investment Rules and for account transfer of local currency generated from the business to the local currency account opened at the bank by a citizen-owned business in the Union and right to transfer back the equivalent amount of foreign currency from the foreign currency bank account of citizen or citizen-owned business by submitting the sufficient document in accordance with Chapter XVII, Rule 145 of the Foreign Investment Rules.

22. ONGC Videsh Limited & Machinery and Solutions Company Limited shall report to the Commission of any alteration in the physical and financial plan of the project. Cost over run, over and above the investment amount pledged in both local and foreign currency shall have to be reported as early as possible.

23. ONGC Videsh Limited & Machinery and Solutions Company Limited shall be responsible for the preservation of the environment at and around the area of the project site. In addition to this, it shall carry out as per instructions made by

Ministry of Environmental Conservation and Forestry in which to conduct Environmental Impact Assessment (EIA) and to report Social Impact Assessment (SIA) which describe the measure to be taken for preventing, mitigation and monitoring significant environmental impacts resulting from the implementation and operation of proposed project or business or activity has to be prepared and submitted and to perform activities in accordance with these reports and to abide by the environmental policy, Environmental Conservation Law and other environmental related rules and regulations.

24. ONGC Videsh Limited & Machinery and Solutions Company Limited shall contribute Corporate Social Responsibility (CSR) activities in Myanmar.

25. ONGC Videsh Limited & Machinery and Solutions Company Limited shall have to abide by the Fire Services Department's rules, regulations, directives and instructions.

26. Payment of principal and interest of the loan(if any) as well as payment for import of raw materials and spare parts etc. shall only be made out of the income of ONGC Videsh Limited & Machinery and Solutions Company Limited.

27. ONGC Videsh Limited & Machinery and Solutions Company Limited in consultation with Myanma Insurance, shall effect such types of insurance defined under Chapter XII , Rules 79 and 80 of the Foreign Investment Law.

(Zay Yar Aung)
Chairman

Director General
Energy Planning Department

cc: 1. Office of the Union Government of the Republic of the Union of Myanmar
2. Ministry of National Planning and Economic Development
3. Ministry of Finance
4. Ministry of Commerce
5. Ministry of Industry
6. Ministry of Foreign Affairs
7. Ministry of Home Affairs
8. Ministry of Energy
9. Ministry of Immigration and Population

10. Ministry of Labour, Employment and Social Security
11. Ministry of Environmental Conservation and Forestry
12. Ministry of Electric Power
13. Office of the Bago Region Government
14. Director General, Directorate of Investment and Company Administration
15. Director General, Directorate of Human Settlement and Housing Development
16. Director General, Directorate of Industrial Supervision and Inspection
17. Director General, Customs Department
18. Director General, Internal Revenue Department
19. Managing Director, Myanma Foreign Trade Bank
20. Managing Director, Myanma Investment and Commercial Bank
21. Managing Director, Myanma Insurance
22. Director General, Directorate of Trade
23. Director General, Immigration and National Registration Department
24. Director General, Directorate of Labour
25. Director General, Department of Environmental Conservation
26. Chairman, Republic of the Union of Myanmar Federation of Chambers of Commerce and Industry (UMFCCI)
27. ONGC Videsh Limited
28. Machinery and Solutions Company Limited

အထွေထွေ အရပ်ရပ် -၁၆
(ရုံးတွင်း စာအကျဉ်းချုပ် (သို့မဟုတ်) စာကြမ်းရေးရန်အတွက်)

ရက်စွဲ၊ ၂၀၁၄ ခုနှစ် ဇူလိုင်လ ၂၈ ရက်

P1.109
28/7
79
DOC-7418

အကြောင်းအရာ။ **စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့် သဘာဝဓာတ်ငွေ့လုပ်ငန်း နှင့် နိုင်ငံခြားရေနံကုမ္ပဏီ ၅ ခုအား ကုန်းပိုင်းလုပ်ကွက်များဖြစ်သည့် B-2 (ဇီးဖြူတောင်-နန်တောဒေသ)၊ EP-3(သဲကုန်း -ရွှေကူဒေသ)၊ EP-1 (ကျောက်ကြီး-မင်းတုန်းဒေသ)၊ C-1(အင်းတော် -ရနန်းဒေသ)၊ PSC-H (တောင်ငူ-ပျဉ်းမနားဒေသ)၊ MOGE-4 (မြင်သာဒေသ) နှင့် EP-4 (မရမန်ဒေသ) တို့၌ ထုတ်လုပ်မှုအပေါ် ခွဲဝေခံစားရေး စာချုပ်များ (Production Sharing Contracts- PSC) အရ ရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်ရန် အဆိုပြု တင်ပြခြင်းကိစ္စ**

၁။ ၁၈-၇-၂၀၁၄ ရက်နေ့တွင် ကျင်းပပြုလုပ်သည့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၏ (၁၉/၂၀၁၄) ကြိမ်မြောက် အစည်းအဝေး ဆုံးဖြတ်ချက်အရ ကုမ္ပဏီသို့ ထုတ်ပေးမည့် ခွင့်ပြုမိန့် (Permit) နှင့် ဆုံးဖြတ်ချက် (Decision) များကို လက်မှတ်ရေးထိုးပေးနိုင်ပါရန် ပြုစုတင်ပြအပ်ပါသည်။

28/7/14
(အေးငြိမ်းကျော်)

ဦးစီးအရာရှိ

၂။ ခွင့်ပြုမိန့် (Permit) နှင့် ဆုံးဖြတ်ချက် (Decision) များအား လက်လှမ်း တင်ပြအပ်ပါသည်။

28.7.2014
(သင်းကောင်း)

လက်ထောက်ညွှန်ကြားရေးမှူး

၃။ MIC (19/2014) (18-7-2014) အစည်းအဝေးမှ ခွင့်ပြုခဲ့သော နိုင်ငံခြား ရေနံ (၅) ခုနှင့် ကုန်းပိုင်းလုပ်ကွက် (၇) ခုတို့ PSC စာချုပ်ဖြင့် ချုပ်ဆိုသည့် ကုမ္ပဏီများ၏ ခွင့်ပြုမိန့် (Permit) နှင့် ဆုံးဖြတ်ချက် (Decision) (မူကြမ်း) များအား တင်ပြအပ် ပါသည်။

28/7
(ဇော်မိုးအောင်)

ဒုတိယညွှန်ကြားရေးမှူး

၄။ ၂၀၁၄ ခုနှစ် ဇူလိုင်လ ၁၈ ရက်နေ့တွင်ကျင်းပခဲ့သော MIC (၁၉/၂၀၁၄) အစည်းအဝေးမှ ခွင့်ပြုခဲ့သည့် ကုန်းပိုင်းလုပ်ကွက် (၇) ခုအတွက်

H:\ \Block\PSC-7 (First)\Ns- PSC-7.doc EP-3

အထွေထွေ အရပ်ရပ် -၁၆

(ရုံးတွင်း စာအကျဉ်းချုပ် (သို့မဟုတ်) စာကြမ်းရေးရန်အတွက်) ဥပဒေရေးရာဌာနနှင့်ညှိနှိုင်းရန်ကျန်

နိုင်ငံခြားသား ရင်းနှီးမြှုပ်နှံမှု (မူကြမ်း) များအား PL မှ ...

... တင်ပြအပ်ပါသည်

28.7.14

(...)

ညွှန်ကြားရေးမှူး

၅။ ... တင်ပြပါသည်။

၂၈/၇ (...)

ဒု ... (P.L)

၆။ Decision တွင် အပိုဒ် ၂၁ မှ Article များပြောင်းရွှေ့ပြီး အပိုဒ် ၂၆ ခု ... Chapter များပြောင်းရွှေ့ကြောင်း စိစစ်တင်ပြအပ်ပါသည် -

ဒုတိယညွှန်ကြားရေးမှူး

၇။ ရင်းနှီးမြှုပ်နှံမှုပမာဏသည်မူလ US$ ၃၂.၇၇ သန်း ဖြစ်ပြီး EIA, SIA Cost US$ ၀.၁ သန်း ထည့်ပေါင်းပြီး ၃၂.၈၇ သန်း ဖြစ်ကြောင်း စိစစ်တွေ့ရှိရသည်။ နိုင်ငံခြားသား English Version Sr.No ၂ နှင့် K, မြန်မာ Version Sr. No. ၆ နှင့် ၃ နှင့် Decision အပိုဒ် 1, 2, 5, 26 တို့တွင် ပြင်ဆင်ပြီး တင်ပြအပ်ပါသည်။

29.7.2014

(...)

ဦး-ညွှန်မှူး

၈။ နိုင်ငံခြား ... တင်ပြအပ်ပါသည်

29/7

(...)

အထွေထွေ အရပ်ရပ် -၁၆
(ရုံးတွင်း စာအကျဉ်းချုပ် (သို့မဟုတ်) စာကြမ်းရေးရန်အတွက်)

ညွှန်ကြားရေးမှူး (ရုံး-၄)

၉။ [illegible] တင်ပြအပ်ပါသည်။

[illegible] ၆.၈ [illegible]

[illegible]

၁၀။ [illegible]

၁၁။ [illegible]

[illegible]

ညွှန်မှူး

၁၂။ [illegible] တင်ပြအပ်ပါသည်။

[illegible] ၁၉-၈

[illegible]

၁၃။ [illegible]

[illegible]

[illegible]

[illegible]

အထွေထွေ အရပ်ရပ် - ၁၆
(ရုံးတွင်း စာအကျဉ်းချုပ် (သို့မဟုတ်) စာကြမ်းရေးရန်အတွက်)

အထွေထွေ အရပ်ရပ် -၁၆
(ရုံးတွင်း စာအကျဉ်းချုပ် (သို့မဟုတ်) စာကြမ်းရေးရန်အတွက်)

ရက်စွဲ၊ ၂၀၁၄ ခုနှစ် ဩဂုတ်လ ၁၅ ရက်

အကြောင်းအရာ။ **စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့် သဘာဝဓါတ်ငွေ့လုပ်ငန်းနှင့် နိုင်ငံခြား ရေနံကုမ္ပဏီ ၅ ခုတို့အား ကုန်းပိုင်းလုပ်ကွက်များဖြစ်သည့် B-2 (ဇီးဖြူတောင်- နန်တောဒေသ)၊ EP-3 (သဲကုန်း-ရွှေကူဒေသ)၊ EP-1 (ကျောက်ကြီး-မင်းတုန်းဒေသ)၊ C-1 (အင်းတော်-ရနန်းဒေသ)၊ PSC-H (တောင်ငူ-ပျဉ်းမနားဒေသ)၊ MOGE-4 (မြင်သာဒေသ)နှင့် EP-4 (မရမန်ဒေသ)တို့၌ ထုတ်လုပ်မှုအပေါ် ခွဲဝေခံစားရေးစာချုပ် (Production Sharing Contracts - PSC) အရ ရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်ရန် အဆိုပြု တင်ပြလာခြင်းကိစ္စ**

၁။ အထက်အကြောင်းအရာပါကိစ္စနှင့်စပ်လျဉ်း၍ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့် သစ်တောရေးရာဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက်အား စွမ်းအင်ဝန်ကြီးဌာနသို့ ပြန်ကြားမည့် စာမူကြမ်းတွင် လက်မှတ်ရေးထိုးပေးနိုင်ပါရန် ပြုစုတင်ပြအပ်ပါသည်။

15/8/14
(အေးငြိမ်းကျော်)

ဦးစီးအရာရှိ

၂။ စွမ်းအင်ဝန်ကြီးဌာနသို့ ပြန်ကြားမည့် စာမူကြမ်းအား ဆက်လက် တင်ပြအပ်ပါသည်။

၁၅-၈-၂၀၁၄
(သန်းအောင်)

လက်ထောက်ညွှန်ကြားရေးမှူး

၃။ စွမ်းအင်ဝန်ကြီးဌာနသို့ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့် သစ်တောရေးရာဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက် ပြန်ကြားမည့် စာကြမ်းအား ဆက်လက်တင်ပြအပ်ပါသည်။

15/8
(ဒေါ်မိုးအောင်)

ဒုတိယညွှန်ကြားရေးမှူး

၄။ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့် သစ်တောရေးရာဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက်အရ စွမ်းအင်ဝန်ကြီးဌာနသို့ ပြန်ကြားမည့် (စာကြမ်း) အား စာထွက်ပြုပေးနိုင်ပါရန် ဆက်လက်တင်ပြအပ်ပါသည်။

18-8-14
(သင်းသင်းညွန့်)

H:\ \Block\PSC-7 (First)\Ns- PSC-7.doc

အထွေထွေ အရပ်ရပ် -၁၆
(ရုံးတွင်း စာအကျဉ်းချုပ် (သို့မဟုတ်) စာကြမ်းရေးရန်အတွက်)

ညွှန်ကြားရေးမှူး

၅။ တင်

ဒု-ညွှန်ချုပ်

၆။ တင်

[illegible] ရေးမှူး

၇။

Myanmar Investment Commission

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
အမှတ်(၁)၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့

စာအမှတ်၊ရက-၅(စ)/၀၀၁-၀၀၇/၂၀၁၄ (၅၈)
ရက်စွဲ၊ ၂၀၁၄ ခုနှစ် ဩဂုတ်လ ၁၈ ရက်

ပြည်ထောင်စုဝန်ကြီးရုံး
စွမ်းအင်ဝန်ကြီးဌာန

အကြောင်းအရာ။ **စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့် သဘာဝဓါတ်ငွေ့လုပ်ငန်းနှင့် နိုင်ငံခြားရေနံကုမ္ပဏီ ၅ ခုတို့အား ကုန်းပိုင်းလုပ်ကွက်များဖြစ်သည့် B-2 (ဇီးဖြူတောင်-နန်တောဒေသ)၊ EP-3 (သဲကုန်း-ရွှေကူဒေသ)၊ EP-1 (ကျောက်ကြီး-မင်းတုန်းဒေသ)၊ C-1 (အင်းတော်-ရနန်းဒေသ)၊ PSC-H (တောင်ငူ-ပျဉ်းမနားဒေသ)၊ MOGE-4 (မြင်သာဒေသ)နှင့် EP-4 (မရမန်ဒေသ)တို့၌ ထုတ်လုပ်မှုအပေါ် ခွဲဝေခံစားရေးစာချုပ် (Production Sharing Contracts - PSC) အရ ရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်ရန် အဆိုပြုတင်ပြလာခြင်းကိစ္စ**

ရည် ညွှန်း ချက်။
(၁) မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၏ ၂၃-၇-၂၀၁၄ ရက်စွဲပါစာ အမှတ် ရက-၅(စ)/ ၀၀၁-၀၀၇/၂၀၁၄ (၂၈၃-င)
(၂) ပတ်ဝန်းကျင် ထိန်းသိမ်းရေးနှင့် သစ်တောရေးရာ ဝန်ကြီးဌာန၊ ပြည်ထောင်စု ဝန်ကြီးရုံး၏ ၆-၈-၂၀၁၄ ရက်စွဲပါစာအမှတ် ၂/၂၂၀ (ခ)(၆)/ (၅၈၃၆/ ၂၀၁၄)

၁။ စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့် သဘာဝဓါတ်ငွေ့လုပ်ငန်းနှင့် နိုင်ငံခြားရေနံကုမ္ပဏီ ၅ ခုတို့အား ကုန်းပိုင်းလုပ်ကွက်များဖြစ်သည့် B-2 (ဇီးဖြူတောင်- နန်တောဒေသ) စစ်ကိုင်းတိုင်းဒေသကြီး၊ EP-3 (သဲကုန်း-ရွှေကူဒေသ) ပဲခူးတိုင်းဒေသကြီး၊ EP-1 (ကျောက်ကြီး-မင်းတုန်းဒေသ) မကွေးတိုင်းဒေသကြီး၊ C-1 (အင်းတော်-ရနန်းဒေသ) စစ်ကိုင်းတိုင်းဒေသကြီး၊ PSC-H (တောင်ငူ-ပျဉ်းမနားဒေသ) ပဲခူးတိုင်းဒေသကြီး၊ MOGE-4 (မြင်သာဒေသ) ဧရာဝတီတိုင်းဒေသကြီးနှင့် EP-4 (မရမန်ဒေသ) ပဲခူးတိုင်းဒေသကြီးတို့တွင် ရေနံနှင့်သဘာဝဓာတ်ငွေ့ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေးလုပ်ငန်းများ ဆောင်ရွက်ရန်အတွက် Production Sharing Contract(PSC) ချုပ်ဆိုလုပ်ကိုင်နိုင်ရန် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ ဆောင်ရွက်ခွင့်ပြုပါရန် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ အဆိုပြုတင်ပြလာခြင်းကိစ္စအတွက် ကော်မရှင်မှ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့် သစ်တောရေးရာ ဝန်ကြီးဌာနသို့ ရည်ညွှန်းချက်(၁)ပါစာဖြင့် သဘောထားတောင်းခံခဲ့ရာ ရည်ညွှန်းချက် (၂)ပါစာဖြင့် တစ်ဖက်ပါအတိုင်းသဘောထားမှတ်ချက် ပြန်ကြားလာပါသည်-

(က) ဖော်ပြပါ ရေနံနှင့် သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော် ထုတ်လုပ်မည့် နေရာများသည် ရေဝေရေလဲဒေသ၊ သစ်တောကြိုးဝိုင်း၊ ကြိုးပြင်ကာကွယ်တောနှင့် သဘာဝနယ်မြေ အတွင်းကျရောက်ပါက မြေနေရာနှင့်စပ်လျဉ်း၍ သစ်တောဦးစီးဌာန၏ သဘောထား ရယူဆောင်ရွက်ရန်။

(ခ) အဆိုပြုလုပ်ငန်းကြောင့် ဖြစ်ပေါ်လာနိုင်သည့် ပတ်ဝန်းကျင်နှင့် လူမှုရေး ထိခိုက်မှု များကို ရှောင်ရှားနိုင်ရန်အတွက် ရေနံနှင့် သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေးလုပ်ငန်းများ ဆောင်ရွက်ရာတွင် ပတ်ဝန်းကျင်ထိခိုက်မှု အနည်းဆုံး ဖြစ်စေမည့် စက်ပစ္စည်းကိရိယာများနှင့် နည်းပညာများကို အသုံးပြုရန်။

(ဂ) အဆိုပြုလုပ်ငန်းကြောင့် ပတ်ဝန်းကျင်နှင့် လူမှုရေးထိခိုက်မှု မဖြစ်ပေါ်စေရေး (သို့မဟုတ်) ပတ်ဝန်းကျင်နှင့် လူမှုရေးထိခိုက်မှု အနည်းဆုံး ဖြစ်စေရေးတို့အတွက် လုပ်ငန်းမစတင်မီ သက်ဆိုင်ရာ ကုမ္ပဏီများမှ လုပ်ကွက်တစ်ခုချင်းစီအလိုက် ပတ်ဝန်းကျင်ထိခိုက်မှုနှင့် လူမှုရေးထိခိုက်မှုဆန်းစစ်ခြင်း (Environmental and Social Impact Assessment - ESIA) ဆောင်ရွက်ပြီး အစီရင်ခံစာများ တင်ပြရန်။

(ဃ) အထက်ပါ လေ့လာဆန်းစစ်မှုရလဒ်များကို အခြေခံ၍ ပတ်ဝန်းကျင်နှင့် လူမှုရေး ဆိုင်ရာ ထိခိုက်မှု အနည်းဆုံးဖြစ်စေသည့် လုပ်ငန်းဆောင်ရွက်မည့် အစီအစဉ်၊ စွန့်ပစ်ပစ္စည်း/ စွန့်ပစ်အရည်များ စီမံခန့်ခွဲမှုအစီအစဉ်၊ စောင့်ကြည့်လေ့လာမည့် အစီအစဉ်၊ ပတ်ဝန်းကျင် ထိခိုက်မှုလျော့ပါးရေး ဆောင်ရွက်မည့် လုပ်ငန်းများ အတွက် သုံးစွဲမည့်ရန်ပုံငွေစသည်တို့ ပါဝင်သည့် ပတ်ဝန်းကျင်ထိခိုက်မှု လျော့ပါး ရေး ဆောင်ရွက်မည့် လုပ်ငန်းများအတွက် သုံးစွဲမည့်ရန်ပုံငွေ စသည်တို့ ပါဝင်သည့် ပတ်ဝန်းကျင် စီမံခန့်ခွဲမှုစီမံချက် (Environmental Management Plan- EMP) ရေးဆွဲတင်ပြရန်နှင့် စီမံချက်ပါအတိုင်း ဆောင်ရွက်ရန်။

(င) ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဆိုင်ရာ ဥပဒေ၊ နည်းဥပဒေနှင့် စံသတ်မှတ်ချက်များ၊ ESIA နှင့် EMP တို့တွင် ဖော်ပြပါရှိသည့် အချက်များအား လိုက်နာမည်ဖြစ်ကြောင်း ကတိဝန်ခံချက်ကို ဖော်ပြရန်။

(စ) သက်ဆိုင်ရာ တိုင်းဒေသကြီး/ ပြည်နယ်အစိုးရအဖွဲ့နှင့် ဒေသခံပြည်သူများနှင့် ဆွေးနွေးညှိနှိုင်းမှုများ၊ သဘောထားရယူခြင်းများ ဆောင်ရွက်ရန်။

(ဆ) ပြဋ္ဌာန်းထားသည့် ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဆိုင်ရာ ဥပဒေ၊ နည်းဥပဒေ၊ လုပ်ထုံး လုပ်နည်း၊ စည်းမျဉ်းစည်းကမ်းနှင့်အညီ လိုက်နာ အကောင်အထည်ဖော် ဆောင်ရွက် ရန်။

၂။ သို့ဖြစ်ပါ၍ စွမ်းအင်ဝန်ကြီးဌာန အနေဖြင့် လိုအပ်သည့် ပြင်ဆင်မှုများ ပြုလုပ်နိုင်ပါရန် အကြောင်းကြားအပ်ပါသည်။

ဥက္ကဋ္ဌ(ကိုယ်စား)
(မြသူဇာ၊ တွဲဖက်အတွင်းရေးမှူး)

မိတ္တူကို

ညွှန်ကြားရေးမှူးချုပ်
စွမ်းအင်စီမံရေးဦးစီးဌာန

ဦးဆောင်ညွှန်ကြားရေးမှူး
မြန်မာ့ရေနံနှင့် သဘာဝဓာတ်ငွေ့လုပ်ငန်း

ရုံးလက်ခံ/ မျှောစာတွဲ

အထွေထွေ အရပ်ရပ် -၁၆
(ရုံးတွင်း စာအကျဉ်းချုပ် (သို့မဟုတ်) စာကြမ်းရေးရန်အတွက်)

ရက်စွဲ၊ ၂၀၁၄ ခုနှစ် ဩဂုတ်လ ၁၁ ရက်

အကြောင်းအရာ။ **စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့် သဘာဝဓါတ်ငွေ့လုပ်ငန်းနှင့် နိုင်ငံခြား ရေနံကုမ္ပဏီ ၅ ခုတို့အား ကုန်းပိုင်းလုပ်ကွက်များဖြစ်သည့် B-2 (ဇီးဖြူတောင်- နန်တောဒေသ)၊ EP-3 (သဲကုန်း-ရွှေကူဒေသ)၊ EP-1 (ကျောက်ကြီး-မင်းတုန်းဒေသ)၊ C-1 (အင်းတော်-ရနန်းဒေသ)၊ PSC-H (တောင်ငူ-ပျဉ်းမနားဒေသ)၊ MOGE-4 (မြင်သာဒေသ)နှင့် EP-4 (မရမန်ဒေသ)တို့၌ ထုတ်လုပ်မှုအပေါ် ခွဲဝေခံစားရေးစာချုပ် (Production Sharing Contracts - PSC) အရ ရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်ရန် အဆိုပြု တင်ပြလာခြင်းကိစ္စ**

၁။ အထက်အကြောင်းအရာပါကိစ္စနှင့်စပ်လျဉ်း၍ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက်အား စွမ်းအင်ဝန်ကြီးဌာနသို့ ပြန်ကြားမည့် စာမူကြမ်းတွင် လက်မှတ် ရေးထိုးပေးနိုင်ပါရန် ပြုစုတင်ပြအပ်ပါသည်။

၁၁/၈/၁၄
(အေးငြိမ်းကျော်)

ဦးစီးအရာရှိ

၂။ စိစစ်တင်ပြအပ်ပါသည်။

Maynoe
၁၁၊၈၊၁၄
(မေမိုးဦး)

လက်ထောက်ညွှန်ကြားရေးမှူး

၃။ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက်အား စွမ်းအင်ဝန်ကြီးဌာနသို့ ပြန်ကြားမည့် စာမူကြမ်းတွင် လက်မှတ်ရေးထိုးပေးနိုင်ပါရန် ဆက်လက်တင်ပြအပ်ပါသည်။

၁၁၊၈
(ဒေါ်မိုးကောင်)

ဒုတိယညွှန်ကြားရေးမှူး

၄။ စွမ်းအင်ဝန်ကြီးဌာနသို့ ပြန်ကြားမည့် အကြောင်းကြားစာ(မူကြမ်း)အား ဆက်လက်တင်ပြအပ်ပါသည်။

11/8/14
(ဒေါ်ခင်ခင်ဦး)

ညွှန်ကြားရေးမှူး

၅။ လက်မှတ်ရေးထိုးပေးနိုင်ပါရန် တင်ပြအပ်ပါသည်။

၁၁.၈ လင်းထွဋ်

အထွေထွေ အရပ်ရပ် -၁၆
(ရုံးတွင်း စာအကျဉ်းချုပ် (သို့မဟုတ်) စာကြမ်းရေးရန်အတွက်)

ကိုသက် အတွင်းရေးမှူး

Myanmar Investment Commission
☎ ၀၁-၆၅၇၈၉၂
📠 ၀၁-၆၅၇၈၂၅

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
အမှတ်(၁)၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့

စာအမှတ်၊ရက-၅/စ/၀၀၁-၀၀၇/၂၀၁၄ (၁၆)
ရက်စွဲ၊ ၂၀၁၄ ခုနှစ် ဩဂုတ်လ ၁၂ ရက်

သို့

ပြည်ထောင်စုဝန်ကြီးရုံး
စွမ်းအင်ဝန်ကြီးဌာန

အကြောင်းအရာ။ **စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့် သဘာဝဓါတ်ငွေ့လုပ်ငန်းနှင့် နိုင်ငံခြား ရေနံကုမ္ပဏီ ၅ ခုတို့အား ကုန်းပိုင်းလုပ်ကွက်များဖြစ်သည့် B-2 (ဇီးဖြူတောင်-နန်တောဒေသ)၊ EP-3 (သဲကုန်း-ရွှေကူဒေသ)၊ EP-1 (ကျောက်ကြီး-မင်းတုန်း ဒေသ)၊ C-1 (အင်းတော်-ရနန်းဒေသ)၊ PSC-H (တောင်ငူ-ပျဉ်းမနားဒေသ)၊ MOGE-4 (မြင်သာဒေသ)နှင့် EP-4 (မရမန်ဒေသ)တို့၌ ထုတ်လုပ်မှုအပေါ် ခွဲဝေခံစားရေးစာချုပ် (Production Sharing Contracts - PSC) အရ ရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်ရန် အဆိုပြုတင်ပြလာခြင်းကိစ္စ**

ရည် ညွှန်း ချက်။ လျှပ်စစ်စွမ်းအား ဝန်ကြီးဌာန၏ ၁-၈-၂၀၁၄ ရက်စွဲပါ စာအမှတ်၊ ၁လစ/(သဘောထား) (၉၂၉၈)/ ၂၀၁၄

၁။ စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့် သဘာဝဓါတ်ငွေ့လုပ်ငန်းနှင့် နိုင်ငံခြားရေနံကုမ္ပဏီ ၅ ခုတို့အား ကုန်းပိုင်းလုပ်ကွက်များဖြစ်သည့် B-2 (ဇီးဖြူတောင်- နန်တောဒေသ)၊ စစ်ကိုင်းတိုင်းဒေသကြီး၊ EP-3 (သဲကုန်း-ရွှေကူဒေသ)၊ ပဲခူးတိုင်းဒေသကြီး၊ EP-1 (ကျောက်ကြီး-မင်းတုန်းဒေသ)၊ မကွေးတိုင်းဒေသကြီး၊ C-1 (အင်းတော်-ရနန်းဒေသ)၊ စစ်ကိုင်းတိုင်းဒေသကြီး၊ PSC-H (တောင်ငူ-ပျဉ်းမနားဒေသ)၊ ပဲခူးတိုင်းဒေသကြီး၊ MOGE-4 (မြင်သာဒေသ)၊ ဧရာဝတီတိုင်းဒေသကြီးနှင့် EP-4 (မရမန်ဒေသ)၊ ပဲခူးတိုင်းဒေသကြီး တို့တွင် ရေနံနှင့်သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေး လုပ်ငန်းများ ဆောင်ရွက်ရန်အတွက် Production Sharing Contract(PSC) ချုပ်ဆိုလုပ်ကိုင်နိုင်ရန် နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ ဆောင်ရွက်ခွင့်ပြုပါရန် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ အဆိုပြုတင်ပြလာခြင်း ကိစ္စအတွက် ကော်မရှင်မှ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနသို့ သဘောထား တောင်းခံခဲ့ရာ **"ကုန်းတွင်းပိုင်း ရေနံလုပ်ကွက်များတွင် လုပ်ကွက်များအတွင်း ကျရောက်နေသော နောက်ဆက်တွဲ (က)ပါ စီမံကိန်းဧရိယာများ လုပ်ငန်း ဆောင်ရွက်ရာ၌ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနနှင့်**

စွမ်းအင်ဝန်ကြီးဌာနတို့ ညှိနှိုင်း သဘောတူညီချက်များအတိုင်း ဆောင်ရွက်မည်ဆိုပါက ကန့်ကွက်ရန် မရှိပါကြောင်း" သဘောထား ပြန်ကြားလာခြင်းအား သိရှိနိုင်ပါရန် အကြောင်းကြား အပ်ပါသည်။

ဥက္ကဋ္ဌ(ကိုယ်စား)
(မြသူဇာ၊ တွဲဖက်အတွင်းရေးမှူး)

မိတ္တူ

ညွှန်ကြားရေးမှူးချုပ်
စွမ်းအင်စီမံရေးဦးစီးဌာန

ဦးဆောင်ညွှန်ကြားရေးမှူး
မြန်မာ့ရေနံနှင့် သဘာဝဓာတ်ငွေ့လုပ်ငန်း

ရုံးလက်ခံ/ မျှောစာတွဲ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာန
ပြည်ထောင်စုဝန်ကြီးရုံး

NPT-595
8.8.14

စာအမှတ် ၂/၂၂၀(ခ)(၆)/(၅၈၃၆ /၂၀၁၄)
ရက်စွဲ ၂၀၁၄ခုနှစ်၊ဩဂုတ်လ ၆ ရက်

သို့
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ **<u>ရေနံနှင့် သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော် ထုတ်လုပ်ခြင်း လုပ်ငန်းနှင့် ပတ်သက်၍ သဘောထားမှတ်ချက်တင်ပြခြင်း</u>**

ရည်ညွှန်းချက် ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၂၃-၇ -၂၀၁၄ ရက်စွဲပါစာအမှတ်၊ ရက- ၅(စ)/၀၀၁- ၀၀၇/ ၂၀၁၄ (၂၈၃-င)

၁။ အထက်အကြောင်းအရာပါ ကိစ္စနှင့်ပတ်သက်၍ စွမ်းအင်ဝန်ကြီးဌာန ၊ မြန်မာ့ရေနံနှင့် သဘာဝ ဓာတ်ငွေ့လုပ်ငန်းနှင့် ကုမ္ပဏီ(၇)ခုတို့မှ ကုန်းပိုင်းလုပ်ကွက် (၇) ကွက်တွင် ရေနံနှင့် သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊တူးဖော်၊ထုတ်လုပ်ရေးလုပ်ငန်းများ ဆောင်ရွက်ရန်အတွက် ထုတ်လုပ်မှုအပေါ် ခွဲဝေခံစားရေး စာချုပ်များ (Production Sharing Contract-PSC) ချုပ်ဆိုဆောင်ရွက်ခွင့်ပြုပါရန် ကိစ္စနှင့်စပ်လျဉ်း၍ စိစစ်ပြီး ဌာနဆိုင်ရာ သဘောထားမှတ်ချက်ကို ပြန်ကြားအပ်ပါသည်။

၂။ အဆိုပြုလွှာတွင် အောက်ဖော်ပြပါ ကုမ္ပဏီများမှ လုပ်ကွက်(၇)ကွက်တွင် ဆောင်ရွက်မည်ဖြစ်ကြောင်း ဖော်ပြထားပါသည်-

<u>စဉ်</u>	<u>လုပ်ကွက်အမှတ်</u>	<u>ကုမ္ပဏီအမည်</u>	<u>ထည့်ဝင်မှုအချိုး</u>
(က)	B-2 (ဇီးဖြူတောင်နန်တောဒေသ) စစ်ကိုင်းတိုင်းဒေသကြီး	ONGC Videsh Ltd. (အိန္ဒိယနိုင်ငံ) နှင့် Machinery and Solutions Co., Ltd. (မြန်မာနိုင်ငံ)	၉၇ % နှင့် ၃ %
(ခ)	EP-3 (သဲကုန်း-ရွှေကူဒေသ) ပဲခူးတိုင်းဒေသကြီး	ONGC Videsh Ltd. (အိန္ဒိယနိုင်ငံ) နှင့် Machinery and Solution Co., Ltd. (မြန်မာနိုင်ငံ)	၉၇ % နှင့် ၃ %
(ဂ)	EP-1 (ကျောက်ကြီးမင်းတုန်းဒေသ) မကွေးတိုင်းဒေသကြီး	Brunei National Petroleum Co., Sdn. Bhd., (ဘရူနိုင်းနိုင်ငံ) နှင့် IGE Pte., Ltd. (စင်္ကာပူနိုင်ငံ)	၈၇.၂၅ % နှင့်၁၂.၇၅ %

D:\DTTW\TTW\SEC-B\DSSY\Dssy (8- 2014)(MIC).doc

(ဃ)	C-1 (အင်းတော်-ရနန်းဒေသ) စစ်ကိုင်းတိုင်းဒေသကြီး	Pacific Hunt Energy Corp., (ကနေဒါနိုင်ငံ) နှင့် Young Investment Group Co., Ltd. (မြန်မာနိုင်ငံ)	၇၅ % နှင့် ၂၅ %
(င)	PSC-H (တောင်ငူ-ပျဉ်းမနားဒေသ) ပဲခူးတိုင်းဒေသကြီး	Pacific Hunt Energy Corp., (ကနေဒါနိုင်ငံ) နှင့် Young Invest ment Group Co., Ltd. (မြန်မာနိုင်ငံ)	၇၅ % နှင့် ၂၅ %
(စ)	MOGE-4 (မြင်သာဒေသ) ဧရာဝတီတိုင်းဒေသကြီး	CAOG S.a r.l.,(လူဇင်ဘတ်နိုင်ငံ)နှင့် Apex Geo Services Co., Ltd. (မြန်မာနိုင်ငံ)	၉၅.၅ % နှင့် ၅.၅ %
(ဆ)	EP-4 (မရမန်ဒေသ) ပဲခူးတိုင်းဒေသကြီး	Bashneft International B.V., (နယ်သာလန်နိုင်ငံ) နှင့် Sun Apex Holdings Ltd. (British Virgin Islands)	၉၀ % နှင့် ၁၀ %

၃။ စီမံကိန်းအဆိုပြုလွှာတွင် စီမံကိန်းလုပ်ငန်းကို ၂၀၁၄ ခုနှစ်မှ စတင်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အဆိုပြု ရေနံ နှင့် သဘာဝဓာတ်ငွေ့ ရှာဖွေခြင်း ၊ ဖြစ်မြောက်နိုင်စွမ်း တိုင်းတာခြင်း၊ တွင်းတူးဖော်ခြင်း လုပ်ငန်းများဆောင်ရွက်မည့်ကာလမှာ ၆ နှစ်၊ ၆ လ ဖြစ်ကြောင်း၊ စီမံကိန်းတည်ဆောက်ရေးလုပ်ငန်းများ ဆောင်ရွက်ပြီးစီးပါက ထုတ်လုပ်ရေးလုပ်ငန်းများအား နှစ်(၂၀) ဆောင်ရွက်မည်ဖြစ်ကြောင်း၊ ထွက်ရှိလာသော ရေနံနှင့်သဘာဝဓာတ်ငွေ့များကို ပြည်ပသို့ တင်ပို့ရောင်းချခြင်း နှင့် မြန်မာ့ရေနံ နှင့် သဘာဝဓာတ်ငွေ့လုပ်ငန်းသို့ ရောင်းချသွားမည်ဖြစ်ကြောင်း ဖော်ပြပါရှိပါသည်။ ပတ်ဝန်းကျင် ထိန်းသိမ်းရေးဆိုင်ရာ ကိစ္စရပ်များ နှင့် ပတ်သက်၍ PSC စာချုပ်၏ အခန်း(၃) အပိုဒ် (၃.၂)တွင် ပတ်ဝန်းကျင်ထိခိုက်မှု ဆန်းစစ်ခြင်း (Environmental Impact Assessment-EIA)၊ လူမှုရေးထိခိုက်မှုဆန်းစစ်ခြင်း (Social Impact Assessment-SIA) နှင့် ပတ်ဝန်းကျင် စီမံခန့်ခွဲမှုအစီအစဉ် (Environmental Management Plan-EMP) တို့ကို ရေးဆွဲ ဆောင်ရွက်သွားမည်ဖြစ်ကြောင်း၊ ထို့အပြင် မြန်မာ့ရေနံ နှင့် သဘာဝဓာတ်ငွေ့လုပ်ငန်းနှင့်ပူးပေါင်း၍ Extractive Industries Transparency Initiative- EITI ကိုလည်း အကောင်အထည်ဖော် ဆောင်ရွက်သွားမည်ဖြစ်ကြောင်း ဖော်ပြထားပါသည်။

၄။ ရေနံနှင့်သဘာဝဓာတ်ငွေ့ ရှာဖွေခြင်း၊ တူးဖော်ခြင်း နှင့် ထုတ်လုပ်ခြင်း လုပ်ငန်းများကို ဆောင်ရွက်မည်ဖြစ်သဖြင့် လမ်းဖောက်ခြင်း၊ စခန်းဆောက်ခြင်း၊ သစ်ပင်များ ခုတ်ထွင်ရှင်းလင်း ဖယ်ရှားခြင်း ၊ မြေတူးဖော်ခြင်း ၊ တွင်းတူးခြင်း ၊ ယာဉ်ယန္တရားများ အသုံးပြုခြင်း ၊ ယာယီလူနေထိုင်ရန် အဆောက်အဦများနှင့် Project facilities များ တည်ဆောက်ခြင်း ၊ မိုင်းခွဲခြင်း၊ ရေနံထွက်ရှိလာပါက ၎င်းရေနံများကို ပိုက်လိုင်းသွယ်တန်း၍ ရေနံတွင်းမှ သိုလှောင်ကန်သို့ ပေးပို့ရန် ပိုက်လိုင်းနှင့် သိုလှောင်ကန်များတည်ဆောက်ခြင်းစသည့် လုပ်ငန်းများကို ဆောင်ရွက်

ရမည်ဖြစ်ပါသည်။ အဆိုပါလုပ်ငန်းများ ဆောင်ရွက်ခြင်းကြောင့် ဇီဝမျိုးစုံမျိုးကွဲများ၏နေရင်းဒေသများ ပျောက်ကွယ်နိုင်ခြင်း ၊ မျိုးသုဉ်းရန် ခြိမ်းခြောက်ခံနေရသည့် အပင် နှင့် တောရိုင်းတိရိစ္ဆာန်များအား ထိခိုက်စေနိုင်ခြင်း ၊ သစ်တောများ ပြုန်းတီးနိုင်ခြင်း ၊ လုပ်ငန်းသုံးယာဉ်၊ ယန္တရား၊ စက်ပစ္စည်းကိရိယာများမှ ထွက်ရှိမည့် အခိုးအငွေ့ နှင့် ဆူညံသံများကြောင့် လေထုညစ်ညမ်းမှုနှင့် အသံညစ်ညမ်းမှုများဖြစ်ပေါ်နိုင်ခြင်း၊ စွန့်ပစ်အရည်/အစိုင်အခဲများနှင့် ပိုက်လိုင်းနှင့် သိုလှောင်ကန်များမှ မတော်တဆ ယိုစိမ့်မှုများကြောင့် ပတ်ဝန်းကျင် မြေထု၊ ရေထုညစ်ညမ်းမှု၊ စီမံကိန်းဆောင်ရွက်မည့် နေရာတွင် အခြေချနေထိုင်သူများရှိပါက ဒေသခံလူထု၏ လူမှုစီးပွားရေးအပေါ် ထိခိုက်နိုင်မှု စသည့် ပတ်ဝန်းကျင်နှင့် လူမှုရေး ထိခိုက်မှုများ ဖြစ်ပေါ်နိုင်ပါသည်။

၅။ သို့ဖြစ်ပါ၍ ကုန်းတွင်းလုပ်ကွက်(၇)ခုတွင် ရေနံ နှင့် သဘာဝဓာတ်ငွေ့ ရှာဖွေ ၊ တူးဖော်၊ ထုတ်လုပ်ရေးလုပ်ငန်းများ ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြု တင်ပြလာခြင်း နှင့် ပတ်သက်၍ အောက်ပါအတိုင်း ဆောင်ရွက်ရန် လိုအပ်မည်ဖြစ်ပါကြောင်း သဘောထားမှတ်ချက်ကို ပြန်ကြားအပ်ပါသည်-

(က) ဖော်ပြပါ ရေနံနှင့်သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော်ထုတ်လုပ်မည့် နေရာများသည် ရေဝေ ရေလဲဒေသ၊ သစ်တောကြိုးဝိုင်း ၊ ကြိုးပြင်ကာကွယ်တော နှင့် သဘာဝနယ်မြေအတွင်း ကျရောက်ပါက မြေနေရာနှင့်စပ်လျဉ်း၍ သစ်တောဦးစီးဌာန၏ သဘောထားရယူ ဆောင်ရွက်ပါရန်၊

(ခ) အဆိုပြုလုပ်ငန်းကြောင့် ဖြစ်ပေါ်လာနိုင်သည့် ပတ်ဝန်းကျင် နှင့် လူမှုရေး ထိခိုက်မှုများကို ရှောင်ရှားနိုင်ရန်အတွက် ရေနံ နှင့် သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေး လုပ်ငန်းများ ဆောင်ရွက်ရာတွင် ပတ်ဝန်းကျင်ထိခိုက်မှု အနည်းဆုံးဖြစ်စေမည့် စက်ပစ္စည်း ကိရိယာများ နှင့် နည်းပညာများကို အသုံးပြုရန်၊

(ဂ) အဆိုပြုလုပ်ငန်းကြောင့် ပတ်ဝန်းကျင် နှင့် လူမှုရေး ထိခိုက်မှု မဖြစ်ပေါ်စေရေး (သို့မဟုတ်) ပတ်ဝန်းကျင်နှင့် လူမှုရေးထိခိုက်မှု အနည်းဆုံးဖြစ်စေရေးတို့အတွက် လုပ်ငန်းမစတင်မီ သက်ဆိုင်ရာ ကုမ္ပဏီများမှ လုပ်ကွက် တစ်ခုချင်းစီ အလိုက် ပတ်ဝန်းကျင် ထိခိုက်မှု နှင့် လူမှုရေးထိခိုက်မှု ဆန်းစစ်ခြင်း (Environmental and Social Impact Assessment-ESIA) ဆောင်ရွက်ပြီး အစီရင်ခံစာများ တင်ပြရန်၊

(ဃ) အထက်ပါ လေ့လာဆန်းစစ်မှု ရလဒ်များကိုအခြေခံ၍ ပတ်ဝန်းကျင်နှင့် လူမှုရေး ဆိုင်ရာ ထိခိုက်မှု အနည်းဆုံး ဖြစ်စေသည့် လုပ်ငန်းဆောင်ရွက်မည့် အစီအစဉ်၊ စွန့်ပစ်ပစ္စည်း / စွန့်ပစ်အရည်များ စီမံခန့်ခွဲမှု အစီအစဉ်၊ စောင့်ကြည့်လေ့လာမည့် အစီအစဉ်၊ ပတ်ဝန်းကျင် ထိခိုက်မှုလျော့ပါးရေး ဆောင်ရွက်မည့် လုပ်ငန်းများ အတွက် သုံးစွဲမည့် ရန်ပုံငွေ စသည်တို့ ပါဝင်သည့် ပတ်ဝန်းကျင် စီမံခန့်ခွဲမှု စီမံချက် (Environmental Management Plan-EMP) ရေးဆွဲတင်ပြရန်နှင့် စီမံချက်ပါအတိုင်း ဆောင်ရွက်ရန်၊

(င) ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဆိုင်ရာ ဥပဒေ၊ နည်းဥပဒေနှင့် စံသတ်မှတ်ချက်များ၊ ESIA နှင့် EMP တို့တွင် ဖော်ပြပါရှိသည့် အချက်များအား လိုက်နာမည် ဖြစ်ကြောင်း ကတိခံဝန် ချက်ကို ဖော်ပြရန်၊

(စ) သက်ဆိုင်ရာ တိုင်းဒေသကြီး / ပြည်နယ်အစိုးရအဖွဲ့ နှင့် ဒေသခံပြည်သူများနှင့် ဆွေးနွေးညှိနှိုင်းမှုများ၊ သဘောထားရယူခြင်းများ ဆောင်ရွက်ရန်၊

(ဆ) ပြဋ္ဌာန်းထားသည့် ပတ်ဝန်းကျင် ထိန်းသိမ်းရေးဆိုင်ရာ ဥပဒေ ၊ နည်းဥပဒေ၊ လုပ်ထုံးလုပ်နည်း ၊ စည်းမျဉ်းစည်းကမ်းနှင့်အညီ လိုက်နာအကောင်အထည်ဖော် ဆောင်ရွက်ရန်။

ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)
(မျိုးညွန့် ၊ ရုံး အ ဖွဲ့ မှူး)

မိတ္တူ -ညွှန်ကြားရေးမှူးချုပ်
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
-ညွှန်ကြားရေးမှူးချုပ်
ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဦးစီးဌာန

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန

စာအမှတ်၊ ၁လစ/(သဘောထား)(၉၂၉၈)/၂၀၁၄

NPT-462
4.8.14

ရက်စွဲ ၊ ၂၀၁၄ ခုနှစ် ၊ ဩဂုတ်လ ၁ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ **သဘောထားမှတ်ချက်ပေးပို့ခြင်းကိစ္စ**

ရည်ညွှန်းချက် ။ (၁) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၂၃-၇-၂၀၁၄)ရက်စွဲပါ စာအမှတ်၊ ရက-၅(စ)/၀၀၁-၀၀၇/၂၀၁၄(၂၈၃၁၀)

(၂) လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ (၁၅-၅-၂၀၁၄)ရက်စွဲပါ စာအမှတ်၊ ၁လစ(သဘောထား)(၅၇၀၅)/၂၀၁၄

၁။ စွမ်းအင်ဝန်ကြီးဌာန ၊ မြန်မာ့ရေနံနှင့်သဘာဝဓာတ်ငွေ့လုပ်ငန်းနှင့်ကုမ္ပဏီများသည် ကုန်းပိုင်းလုပ်ကွက်(၇)ကွက်တွင် ရေနံနှင့်သဘာဝဓာတ်ငွေ့ ရှာဖွေတူးဖော်ထုတ်လုပ်ရေးလုပ်ငန်းများဆောင်ရွက်ရန် ထုတ်လုပ်မှုအပေါ် ခွဲဝေခံစားရေးစာချုပ်များ (PSC)ချုပ်ဆို ဆောင်ရွက်ခွင့်ပြုပါရန် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ အဆိုပြုတင်ပြလာခြင်းနှင့်စပ်လျဉ်း၍ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ စီမံကိန်းများနှင့် လွတ်ကင်းမှု ရှိ/မရှိ သဘောထားမှတ်ချက်အား ပြန်ကြားပေးပါရန်ရည်ညွှန်း(၁)ပါစာဖြင့် အကြောင်းကြားခဲ့ပါသည်။

၂။ သို့ဖြစ်ပါ၍ ကုန်းတွင်းပိုင်း ရေနံလုပ်ကွက်များတွင် ရေနံနှင့်သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော် ၊ ထုတ်လုပ်ရေးလုပ်ငန်းများ ဆောင်ရွက်ရာတွင် လုပ်ကွက်များအတွင်း ကျရောက်နေသော နောက်ဆက်တွဲ(က)ပါ စီမံကိန်းဧရိယာများ လုပ်ငန်းဆောင်ရွက်ရာ၌ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနမှ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ ရည်ညွှန်း(၂)ပါစာဖြင့် ပေးပို့ထားသော လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနနှင့် စွမ်းအင်ဝန်ကြီးဌာနတို့ ညှိနှိုင်းသဘောတူချက်များအတိုင်း ဆောင်ရွက်မည်ဆိုပါက ကန့်ကွက်ရန်မရှိပါကြောင်း အကြောင်းပြန်ကြားအပ်ပါသည်။

ပြည်ထောင်စုဝန်ကြီး([signature])
(မင်းသော် ၊ ရုံးအဖွဲ့မှူး)

E/2014/24-Agree

မိတ္တူကို

စွမ်းအင်ဝန်ကြီးဌာန

ရင်နှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများ ညွှန်ကြားမှုဦးစီးဌာန

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန

စာအမှတ်၊၁လစ(သဘောထား)(၅၇၉၅)/၂၀၁၄
ရက်စွဲ ၊ ၂၀၁၄ ခုနှစ်၊ မေလ (၁၅) ရက်

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ **ကုန်းပိုင်းရေနံလုပ်ကွက်များတွင် ရေနံနှင့်သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေးလုပ်ငန်းများ ဆောင်ရွက်ရန် Production Sharing Contract (PSC) ချုပ်ဆို လုပ်ကိုင်နိုင်ရေးကိစ္စ**

ရည်ညွှန်းချက်။ (၁) လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ (၄-၄-၂၀၁၄)ရက်စွဲပါစာအမှတ်၊ ၁လစ (သဘောထား)(၄၁၆၁)/၂၀၁၄

(၂) လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ (၄-၄-၂၀၁၄)ရက်စွဲပါစာအမှတ်၊ ၁လစ (သဘောထား)(၄၁၇၃)/၂၀၁၄

(၃) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၈-၅-၂၀၁၄)ရက်စွဲပါစာအမှတ်၊ ရက-၆(ခ)/န-၉၇၈/၂၀၁၄(၄၇၁၃)

(၄) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၈-၅-၂၀၁၄)ရက်စွဲပါစာအမှတ်၊ ရက-၆(ခ)/န-၉၇၉/၂၀၁၄(၄၇၁၉)

(၅) စွမ်းအင်ဝန်ကြီးဌာန၏ (၁၂-၅-၂၀၁၄)ရက်စွဲပါစာအမှတ်၊ ၀၀၈/၈၇၇/ထ (၄၀၅/၂၀၁၄)

၁။ စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့်သဘာဝဓာတ်ငွေ့လုပ်ငန်းသည် ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ကုန်းပိုင်းရေနံလုပ်ကွက်များဖြစ်သည့် PSC-K (ရမည်းသင်းဒေသ)၊ RSF-5 (အုန်းတွဲဒေသ)၊ MOGE-3(ပိတောက်ပင်-နတ်မီးဒေသ)တို့တွင် ရေနံနှင့် သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေးလုပ်ငန်းများ ဆောင်ရွက်ရန် Production Sharing Contract (PSC) ချုပ်ဆို လုပ်ကိုင်နိုင်ရေးအတွက် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ အဆိုပြုတင်ပြလာမှုအပေါ် လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနအား သဘောထားမှတ်ချက်တောင်းခံခဲ့သဖြင့် ယင်းရေနံလုပ်ကွက်များအတွင်း ကျရောက်နိုင်သော ဓာတ်အားလိုင်းများ၊ ဓာတ်အားခွဲရုံနှင့် ဓာတ်အားပေးစက်ရုံများ၏ အခြေအနေများကို ရည်ညွှန်းချက်(၁)၊ (၂)ပါစာများဖြင့် ပြန်ကြားခဲ့ပါသည်။

၂။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ အဆိုပါကုန်းတွင်း ရေနံလုပ်ကွက်များ ဆောင်ရွက်နိုင်ရန်အတွက် လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနနှင့် စွမ်းအင်ဝန်ကြီးဌာနတို့ ညှိနှိုင်းပြီးပြန်လည်တင်ပြ

ရန် ရည်ညွှန်းချက်(၃)၊ (၄) ပါစာများဖြင့် အကြောင်းကြားလာမှုအပေါ် စွမ်းအင်ဝန်ကြီးဌာနမှ ရည်ညွှန်းချက်(၅) ပါစာဖြင့် ညှိနှိုင်းမေတ္တာရပ်ခံလာပါသည်။

၃။ (၁၅-၅-၂၀၁၄)ရက်နေ့တွင် လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနနှင့် စွမ်းအင်ဝန်ကြီးဌာနတို့မှ တာဝန်ရှိသူများ တွေ့ဆုံအစည်းအဝေး ပြုလုပ်ခဲ့ရာ ကုန်းတွင်းရေနံလုပ်ကွက်များ လုပ်ကိုင်ဆောင်ရွက်မည့် PSC-K (ရမည်းသင်း ဒေသ)၊ RSF-5 (အုန်းတွဲဒေသ)၊ MOGE-3(ဖိုးတောက်ပင်-နတ်မီးဒေသ) များတွင် လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ လက်ရှိသွယ်တန်း တည်ရှိနေသော ဓာတ်အားလိုင်းနှင့် ဓာတ်အားခွဲရုံများ၏ ROW (Right of Way) ဧရိယာနှင့် ကင်းလွတ်မှုရှိစေရန် ရေနံနှင့်သဘာဝဓာတ်ငွေ့ တိုင်းတာရှာဖွေရေးလုပ်ငန်းများ ဆောင်ရွက်သွားမည်ဖြစ်ကြောင်း စွမ်းအင်ဝန်ကြီးဌာနဘက်မှ သဘောတူညီခဲ့ပါသည်။

၄။ ထို့အပြင် PSC-K (ရမည်းသင်းဒေသ)အတွင်းတွင် လက်ရှိ (၅၆)မဂ္ဂါဝပ် ကင်းတား ရေအားလျှပ်စစ်ဓာတ်အားပေးစက်ရုံ တည်ရှိလျှက်ရှိသဖြင့် ပူးတွဲပါမြေပုံတွင် ဖော်ပြထားသည့် စက်ရုံ၏ တည်နေရာနှင့် ကင်းလွတ်သော ပြင်ပနေရာများတွင် ရေနံနှင့်သဘာဝဓာတ်ငွေ့ တိုင်းတာရှာဖွေရေးလုပ်ငန်းများ ဆောင်ရွက်ရန်အတွက်လည်း ညှိနှိုင်းသဘောတူညီမှု ရရှိခဲ့ပါသည်။

၅။ သို့ဖြစ်ပါ၍ စွမ်းအင်ဝန်ကြီးဌာနအနေဖြင့် အထက်အပိုဒ်(၃)နှင့်(၄)ပါ ညှိနှိုင်းသဘောတူညီချက်အတိုင်း ဆောင်ရွက်မည်ဆိုပါက ကန့်ကွက်ရန်မရှိပါကြောင်း ထပ်မံ၍ အကြောင်းပြန်ကြားအပ်ပါသည်။

[signature] ၁၅/၅/၁၄

ပြည်ထောင်စုဝန်ကြီး ( )

(အောင်သန်းဦး၊ ဒုတိယဝန်ကြီး)

မိတ္တူကို

စွမ်းအင်ဝန်ကြီးဌာန

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

ရုံးလက်ခံ

16/5/2014 411328 09-428706496

"စစ်တောင်းမြစ်ဝှမ်းရှိ ဓာတ်အားပေးစက်ရုံများ၏ မြေပုံညွှန်းများ"

စဉ်	တည်နေရာ	မြောက်လတ္တီတွဒ်	အရှေ့လောင်ဂျီကျူ	Elevation	မှတ်ချက်
၁	ဇောင်းတူ	17 ·45' 16.86" N	96 · 12' 01.89" E	169'	
၂	ပေါင်းလောင်း	19 ·47' 09.73" N	96 ·19' 57.33" E	408'	
၃	ရဲနွယ်	18 ·05' 07.21" N	96 ·26' 58.04" E	326'	
၄	ခပေါင်း	18 ·53' 52.86" N	96 ·13' 20.90" E	291'	
၅	ရွှေကျင်	17 ·58' 05.37" N	96 ·55' 59.00" E	122'	
၆	ကွန်းချောင်း	18 ·25' 13.41" N	96 ·23' 06.85" E	243'	
၇	သောက်ရေခပ် (၂)	18 ·54' 40.48" N	96 ·36' 57.80" E	250'	
၈	နန်ချို	19 ·45' 09.53" N	96 ·25' 56.63" E	756'	
၉	ဖြူးချောင်း	18 ·30' 29.76" N	96 ·21' 15.42" E	297'	

"PSC-H BLOCK"

စဉ်	တည်နေရာ	Point No.	မြောက်လတ္တီတွဒ်	အရှေ့လောင်ဂျီကျူ	မှတ်ချက်
၁	PSC-H (TAUNGU-PYINMANA)	1	20 ·10' 0" N	95 ·56' 32" E	
		2	20 ·10' 0" N	96 ·20' 0" E	
		3	19 ·50' 0" N	96 ·20' 0" E	
		4	19 ·50' 0" N	96 ·30' 0" E	
		5	19 ·5' 0" N	96 ·30' 0" E	
		6	19 ·5' 0" N	96 ·40' 0" E	
		7	18 ·45' 0" N	96 ·40' 0" E	
		8	18 ·45' 0" N	96 ·50' 0" E	
		9	18 ·20' 0" N	96 ·50' 0" E	
		10	18 ·20' 0" N	97 ·0' 0" E	
		11	17 ·20' 0" N	97 ·0' 0" E	
		12	17 ·20' 0" N	96 ·0' 0" E	
		13	18 ·0' 0" N	95 ·56' 32" E	

ရေနံလုပ်ကွက်များအတွင်း ကျရောက်နေသော ဆောင်ရွက်ဆဲနှင့် ဆောင်ရွက်မည့် စီမံကိန်းများ

စဉ်	လုပ်ကွက်အမည်	ဆောင်ရွက်ဆဲ စီမံကိန်း	ဆောင်ရွက်မည့်စီမံကိန်း
၁။	PSC-B2 (ဇီးဖြူတောင်-နန်တောဒေသ) စစ်ကိုင်းတိုင်းဒေသကြီး	-	-
၂။	EP-3 (သဲကုန်း-ရွှေကူဒေသ) ပဲခူးတိုင်းဒေသကြီး	-	-
၃။	EP-1 (ကျောက်ကြီး-မင်းတုန်းဒေသ) မကွေးတိုင်းဒေသကြီး	-	-
၄။	PSC-C1 (အင်းတော်-ရနန်းဒေသ) စစ်ကိုင်းတိုင်းဒေသကြီး	-	မော်လိုက်ရေအားလျှပ်စစ်စီမံကိန်း (၈၀၀ မဂ္ဂါဝပ်) ခန့်မှန်းမြေပုံညွှန်း - 23° 40' 5" N 94° 26' 6" E
၅။	PSC-H (တောင်ငူ-ပျဉ်းမနားဒေသ) ပဲခူးတိုင်းဒေသကြီး	ဘောဂထရေအားလျှပ်စစ်စီမံကိန်း (၁၆၀ မဂ္ဂါဝပ်) ခန့်မှန်းမြေပုံညွှန်း - 18° 19' 38" N 96° 56' 10" E	
၆။	MOGE-4 (မြင်သာဒေသ) ရောဝတီတိုင်းဒေသကြီး	-	-
၇။	EP-4 (မရမန်ဒေသ) ပဲခူးတိုင်းဒေသကြီး	-	-

ရေနံလုပ်ကွက်များအတွင်း ကျရောက်နေသော ဆောင်ရွက်ပြီး၊ ဆောင်ရွက်ဆဲနှင့် ဆောင်ရွက်မည့်စီမံကိန်းများ

စဉ်	လုပ်ကွက်အမည်	ဆောင်ရွက်ပြီးစီမံကိန်း	ဆောင်ရွက်ဆဲစီမံကိန်း	ဆောင်ရွက်မည့်စီမံကိန်း
၁။	PSC-B2 (NANDAW-ZEBYUTAUNG)	(က)၆၆/၃၃ကေဗွီ၊ ၁၀အမ်ဗွီအေ နဘားဓာတ်အားခွဲရုံ (ခ) ၆၆ကေဗွီ ကျောက်ပုထိုး - နဘား-ရွှေကူ-ဗန်းမော် ဓာတ်အားလိုင်း	- -	(က)၂၃၀ကေဗွီ ဗန်းမော်-နဘား-ရွှေဘို-အုန်းတော နှင့် ဝိုင်းမော်- နဘားဓာတ်အားလိုင်းနှင့် ဓာတ်အားခွဲရုံ စီမံကိန်း
၂။	EP-3 (THEGON-SHWEGU)	(က)၂၃၀ကေဗွီ ရွှေတောင်-မင်းလှ ဓာတ်အားလိုင်းနှင့်ဓာတ်အားခွဲရုံ (ခ)၂၃၀ကေဗွီ ရွှေတောင်-ဥသျှစ်ပင် ဓာတ်အားလိုင်းနှင့်ဓာတ်အားခွဲရုံ		(က)၂၃၀ကေဗွီ ရွှေတောင်-တောင်ငူ ဓာတ်အားလိုင်းနှင့်ဓာတ်အားခွဲရုံစီမံကိန်း
၃။	EP- 1 (KYAUKKYI - MINDON)	(က)၂၃၀ကေဗွီ ဥသျှစ်ပင်-တောင်ကုတ် ဓာတ်အားလိုင်း		-
၄။	PSC- C1 (INDAW-YENAN)	-	-	(က)၂၃၀ကေဗွီ ဂန့်ဂေါ-ကလေး ဓာတ်အားလိုင်းနှင့်ဓာတ်အားခွဲရုံစီမံကိန်း
၅။	PSC-H (TAUNGU-PYINMANA)	(က)၂၃၀/၃၃/၁၁ကေဗွီ၊၁၀၀အမ်ဗွီအေ ရွှေမြို့ဓာတ်အားခွဲရုံ (ခ)၂၃၀/၃၃/၁၁ကေဗွီ၊၁၀၀အမ်ဗွီအေ နေပြည်တော်(၁)ဓာတ်အားခွဲရုံ (ဂ)၂၃၀/၃၃/၁၁ကေဗွီ၊၁၀၀အမ်ဗွီအေ နေပြည်တော်(၂)ဓာတ်အားခွဲရုံ (ဃ)၂၃၀/၃၃/၁၁ကေဗွီ၊၁၆၀အမ်ဗွီအေ ပျဉ်းမနားဓာတ်အားခွဲရုံ (င)၂၃၀/၃၃/၁၁ကေဗွီ၊၁၀၀အမ်ဗွီအေ သဲဖြူဓာတ်အားခွဲရုံ (စ)၂၃၀/၃၃/၁၁ကေဗွီ၊၁၀၀အမ်ဗွီအေ တောင်ငူဓာတ်အားခွဲရုံ	(က)၅၀၀ကေဗွီ သပြေဝ-တောင်ငူ ဓာတ်အားလိုင်း	(က)၅၀၀ကေဗွီ တောင်ငူ-ပဲခူး(ဘုရားကြီး) ဓာတ်အားလိုင်းစီမံကိန်း (ခ)၅၀၀ကေဗွီ တောင်ငူနှင့်ပဲခူး(ဘုရားကြီး) ဓာတ်အားခွဲရုံ

စဉ်	လုပ်ကွက်အမည်	ဆောင်ရွက်ပြီးစီမံကိန်း	ဆောင်ရွက်ဆဲစီမံကိန်း	ဆောင်ရွက်မည့်စီမံကိန်း
		(ဆ)၂၃၀/၃၃/၁၁ကေဗွီ၊၃၀အမ်ဗွီအေ သာယာကုန်းဓာတ်အားခွဲရုံ (ဇ)၂၃၀/၃၃/၁၁ကေဗွီ၊၁၀၀အမ်ဗွီအေ ကမာနတ်ဓာတ်အားခွဲရုံ (ဈ)၂၃၀ကေဗွီ သာစည်-ရွှေမြို့-ပျဉ်းမနား သဲဖြူ-တောင်ငူ-ကမာနတ်ဓာတ်အားလိုင်း		
၆။	MOGE-4 (MYINTHA)	-	-	-
၇။	EP-4 (MAYAMAN)	(က)၂၃၀ကေဗွီ ဥသျှစ်ပင်-တောင်ကုတ် ဓာတ်အားလိုင်း (ခ)၂၃၀ကေဗွီ ဥသျှစ်ပင်-ရွှေတောင် ဓာတ်အားလိုင်း	-	-

Myanmar Investment Commission
☎ -၀၁-၆၅၇၈၇၃
📠-၀၁-၆၅၈၁၂၈

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
အမှတ်(၁)၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ရန်ကုန်မြို့

စာအမှတ်၊ရက-၅(စ)/၀၀၁-၀၀၇/၂၀၁၄(၂၈၂၁)
ရက်စွဲ၊ ၂၀၁၄ ခုနှစ် ဇူလိုင်လ ၂၃ ရက်

သို့

ပြည်ထောင်စုဝန်ကြီးရုံး
လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန

အကြောင်းအရာ။ **သဘောထားမှတ်ချက် တောင်းခံခြင်းကိစ္စ**

ရည် ညွှန်း ချက် ။ စွမ်းအင်ဝန်ကြီးဌာန၏ (၂၆-၆-၂၀၁၄) ရက်စွဲပါစာအမှတ်၊၀၀၈/၈၈၂/ထ (၅၄၀/၂၀၁၄)

၁။ ကုန်းပိုင်းလုပ်ကွက် (၇) ကွက်တွင် စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့်သဘာဝ ဓာတ်ငွေ့ လုပ်ငန်းနှင့် အောက်ပါ ကုမ္ပဏီများသည် ရေနံနှင့် သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေး လုပ်ငန်းများ ဆောင်ရွက်ရန်အတွက် ထုတ်လုပ်မှုအပေါ် ခွဲဝေခံစားရေးစာချုပ်များ Production Sharing Contracts (PSC) ချုပ်ဆိုဆောင်ရွက်ခွင့်ပြုပါရန် စွမ်းအင်ဝန်ကြီးဌာနမှတစ်ဆင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ အဆိုပြု တင်ပြလာပါသည်-

စဉ်	လုပ်ကွက်အမှတ်	ကုမ္ပဏီအမည်	ထည့်ဝင်မှု အချိုး
(က)	B-2 (ဇီးဖြူတောင်-နန်တောဒေသ) စစ်ကိုင်းတိုင်းဒေသကြီး	-ONGC Videsh Limited (အိန္ဒိယနိုင်ငံ)	၉၇%
		-Machinery and Solutions Co., Ltd. (မြန်မာနိုင်ငံ)	၃%
(ခ)	EP-3 (သဲကုန်း -ရွှေကူဒေသ) ပဲခူးတိုင်းဒေသကြီး	-ONGC Videsh Limited (အိန္ဒိယနိုင်ငံ)	၉၇%
		-Machinery and Solutions Co., Ltd. (မြန်မာနိုင်ငံ)	၃%
(ဂ)	EP-1 (ကျောက်ကြီး-မင်းတုန်းဒေသ) မကွေးတိုင်းဒေသကြီး	-Brunei National Petroleum Co., Sdn. Bhd., (ဘရူနိုင်းနိုင်ငံ)	၈၇.၂၅%
		-IGE Pte., Ltd. (စင်ကာပူနိုင်ငံ)	၁၂.၇၅%
(ဃ)	C-1 (အင်းတော် -ရနန်းဒေသ) စစ်ကိုင်းတိုင်းဒေသကြီး	-Pacific Hunt Energy Corp., (ကနေဒါနိုင်ငံ)	၇၅%
		-Young Investment Group Co., Ltd. (မြန်မာနိုင်ငံ)	၂၅%
(င)	PSC-H (တောင်ငူ-ပျဉ်းမနားဒေသ) ပဲခူးတိုင်းဒေသကြီး	-Pacific Hunt Energy Corp., (ကနေဒါနိုင်ငံ)	၇၅%
		-Young Investment Group Co., Ltd. (မြန်မာနိုင်ငံ)	၂၅%

(စ)	MOGE-4 (မြင်သာဒေသ) ဧရာဝတီတိုင်းဒေသကြီး	-CAOG S.a r.l., (လူဇင်ဘတ်နိုင်ငံ)	၉၄.၅%
		-Apex Geo Services Co., Ltd. (မြန်မာနိုင်ငံ)	၅.၅%
(ဆ)	EP-4 (မရမန်ဒေသ) ပဲခူးတိုင်းဒေသကြီး	-Bashneft International B.V., (နယ်သာလန်နိုင်ငံ)	၉၀%
		-Sun Apex Holdings Ltd. (British Virgin Islands)	၁၀%

၂။ နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုနည်းဥပဒေ အခန်း(၆) အပိုဒ်(၄၆)ပါ ပြဋ္ဌာန်းချက်နှင့်အညီ အဆိုပြုချက်ကို စိစစ်ရာတွင် သက်ဆိုင်ရာအဖွဲ့အစည်းများ၏ သဘောထားကို တောင်းခံရယူရန် လိုအပ်ပါသည်။

၃။ သို့ဖြစ်ပါ၍ အဆိုပြုလုပ်ငန်း ဆောင်ရွက်မည့် လုပ်ကွက်နေရာသည် လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ နိုင်ငံတော်စီမံကိန်းကြီးများနှင့် လွတ်ကင်းမှု ရှိ-မရှိ သဘောထားမှတ်ချက်အား စာလက်ခံရရှိသည့်နေ့မှစ၍ ရက်သတ္တပတ်တစ်ပတ်အတွင်း ပြန်ကြားပေးပါရန် ရည်ညွှန်းစာပါ အဆိုပြုလွှာ ခုနစ်စုံအား ပူးတွဲ ပေးပို့ မေတ္တာရပ်ခံအပ်ပါသည်။

၄။ ကုန်းပိုင်းလုပ်ကွက် (၇) ကွက်နှင့်စပ်လျဉ်း၍ ဒေါ်ခင်ခင်အေး (ညွှန်ကြားရေးမှူး၊ စွမ်းအင်စီမံရေးဦးစီးဌာန) တယ်လီဖုန်း ၀၆၇-၄၁၁၃၂၀၊ ၀၉-၄၂၀၇၀၇၇၄၀ သို့ ဆက်သွယ်ဆောင်ရွက်နိုင်ပါကြောင်း အသိပေးအပ်ပါသည်။

ဥက္ကဋ္ဌ(ကိုယ်စား)
(အောင်နိုင်ဦး၊ အတွင်းရေးမှူး)

မိတ္တူကို

ပြည်ထောင်စုဝန်ကြီးရုံး
စွမ်းအင်ဝန်ကြီးဌာန

ညွှန်ကြားရေးမှူးချုပ်
စွမ်းအင်စီမံရေးဦးစီးဌာန

ဦးဆောင်ညွှန်ကြားရေးမှူး
မြန်မာ့ရေနံနှင့် သဘာဝဓာတ်ငွေ့လုပ်ငန်း

Machinery and Solutions Co., Ltd.

Young Investment Group Co., Ltd.

Apex Geo Services Co., Ltd.

ရုံးလက်ခံ/ မျှောစာတွဲ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အမှတ်(၁)၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ရန်ကုန်မြို့

Myanmar Investment Commission

စာအမှတ်၊ရက-၅(စ)/၀၀၁-၀၀၇/၂၀၁၄(၂၈၃-၉)

ရက်စွဲ၊ ၂၀၁၄ ခုနှစ် ဇူလိုင်လ ၂၃ ရက်

သို့

ပြည်ထောင်စုဝန်ကြီးရုံး

ပတ်ဝန်းကျင်ထိန်းသိမ်းရေး နှင့် သစ်တောရေးရာဝန်ကြီးဌာန

အကြောင်းအရာ။ **သဘောထားမှတ်ချက်တောင်းခံခြင်းကိစ္စ**

ရည် ညွှန်း ချက် ။ စွမ်းအင်ဝန်ကြီးဌာန၏ (၂၆-၆-၂၀၁၄) ရက်စွဲပါစာအမှတ်၊ ၀၀၈/၈၈၂/ထ (၅၄၀/၂၀၁၄)

၁။ ကုန်းပိုင်းလုပ်ကွက် (၇) ကွက်တွင် စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့်သဘာဝ ဓာတ်ငွေ့လုပ်ငန်းနှင့် အောက်ပါကုမ္ပဏီများသည် ရေနံနှင့်သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေးလုပ်ငန်းများ ဆောင်ရွက်ရန်အတွက် ထုတ်လုပ်မှုအပေါ် ခွဲဝေခံစားရေးစာချုပ်များ Production Sharing Contracts (PSC) ချုပ်ဆို ဆောင်ရွက်ခွင့်ပြုပါရန် စွမ်းအင်ဝန်ကြီးဌာနမှတစ်ဆင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်သို့ အဆိုပြု တင်ပြလာပါသည်-

စဉ်	လုပ်ကွက်အမှတ်	ကုမ္ပဏီအမည်	ထည့်ဝင်မှုအချိုး
(က)	B-2 (ဇီးဖြူတောင်-နန်တောဒေသ) စစ်ကိုင်းတိုင်း ဒေသကြီး	-ONGC Videsh Limited (အိန္ဒိယနိုင်ငံ) -Machinery and Solutions Co., Ltd. (မြန်မာနိုင်ငံ)	၉၇% ၃%
(ခ)	EP-3 (သဲကုန်း -ရွှေကူဒေသ) ပဲခူးတိုင်း ဒေသကြီး	-ONGC Videsh Limited (အိန္ဒိယနိုင်ငံ) -Machinery and Solutions Co., Ltd. (မြန်မာနိုင်ငံ)	၉၇% ၃%
(ဂ)	EP-1 (ကျောက်ကြီး-မင်းတုန်းဒေသ) မကွေးတိုင်းဒေသကြီး	-Brunei National Petroleum Co., Sdn. Bhd., (ဘရူနိုင်းနိုင်ငံ) -IGE Pte., Ltd. (စင်ကာပူနိုင်ငံ)	၈၇.၂၅% ၁၂.၇၅%
(ဃ)	C-1 (အင်းတော် -ရနန်း ဒေသ) စစ်ကိုင်းတိုင်းဒေသကြီး	-Pacific Hunt Energy Corp., (ကနေဒါနိုင်ငံ) -Young Investment Group Co., Ltd. (မြန်မာနိုင်ငံ)	၇၅% ၂၅%

(င)	PSC-H (တောင်ငူ-ပျဉ်းမနားဒေသ) ပဲခူးတိုင်းဒေသကြီး	-Pacific Hunt Energy Corp., (ကနေဒါနိုင်ငံ)	၇၅%
		-Young Investment Group Co., Ltd. (မြန်မာနိုင်ငံ)	၂၅%
(စ)	MOGE-4 (မြင်သာဒေသ) ဧရာဝတီတိုင်းဒေသကြီး	-CAOG S.a r.l., (လူဇင်ဘတ်နိုင်ငံ)	၉၄.၅%
		-Apex Geo Services Co., Ltd. (မြန်မာနိုင်ငံ)	၅.၅%
(ဆ)	EP-4 (မရမန်ဒေသ) ပဲခူးတိုင်းဒေသကြီး	-Bashneft International B.V., (နယ်သာလန်နိုင်ငံ)	၉၀%
		-Sun Apex Holdings Ltd. (British Virgin Islands)	၁၀%

၂။ နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု နည်းဥပဒေ အခန်း(၆) အပိုဒ်(၄၆)ပါ ပြဋ္ဌာန်းချက် နှင့်အညီ အဆိုပြုချက်ကို စိစစ်ရာတွင် သက်ဆိုင်ရာ အဖွဲ့အစည်းများ၏ သဘောထားကို တောင်းခံရယူရန် လိုအပ်ပါသည်။

၃။ သို့ဖြစ်ပါ၍ ကုန်းပိုင်းလုပ်ကွက် (၇) ကွက်၏အဆိုပြုလုပ်ငန်းများဆောင်ရွက်ခွင့်ကိစ္စနှင့် စပ်လျဉ်း၍ အောက်ဖော်ပြပါ အချက်အလက်များအပေါ် သဘောထားမှတ်ချက်အား ရက်သတ္တပတ် တစ်ပတ်အတွင်း ပြန်ကြားပေးနိုင်ပါရန် ဒေါ်ခင်ခင်အေး (ညွှန်ကြားရေးမှူး၊ စွမ်းအင်စီမံရေးဦးစီးဌာန) တယ်လီဖုန်း ၀၆၇-၄၁၁၃၂၀, ၀၉-၄၂၀၇၀၇၇၄၀ သို့ ဆက်သွယ်ဆောင်ရွက်နိုင်ပါကြောင်း အသိပေး အပ်ပါသည်။ ရည်ညွှန်းစာပါ အဆိုပြုလွှာ (ခုနစ်)စုံအား ပူးတွဲပေးပို့အပ်ပါသည်-

(က) အဆိုပြုကုန်းပိုင်းလုပ်ကွက် (၇) ကွက်ကြောင့် ဖြစ်ပေါ်လာနိုင်သည့် ပတ်ဝန်းကျင်နှင့် လူမှုရေးထိခိုက်မှုများ ရှိ-မရှိ။

(ခ) စီမံကိန်းစတင်သည်မှ ပြီးစီးချိန်အထိ ပတ်ဝန်းကျင်နှင့် သဟဇာတဖြစ်စေမည့် အစီအမံ နှင့် ဆောင်ရွက်ထားရှိမှုများလို- မလို။

(ဂ) ပြဋ္ဌာန်းထားသော ပတ်ဝန်းကျင်ထိန်းသိမ်းရေး ဥပဒေ၊ နည်းဥပဒေ၊ လုပ်ထုံးလုပ်နည်း များ နှင့် ကိုက်ညီမှု ရှိ-မရှိ။

ဥက္ကဋ္ဌ(ကိုယ်စား)
(အောင်နိုင်ဦး၊ အတွင်းရေးမှူး)

မိတ္တူကို
ပြည်ထောင်စုဝန်ကြီးရုံး
စွမ်းအင်ဝန်ကြီးဌာန

ညွှန်ကြားရေးမှူးချုပ်
စွမ်းအင်စီမံရေးဦးစီးဌာန

ဦးဆောင်ညွှန်ကြားရေးမှူး
မြန်မာ့ရေနံနှင့် သဘာဝဓာတ်ငွေ့လုပ်ငန်း

Machinery and Solutions Co., Ltd.

Young Investment Group Co., Ltd.

Apex Geo Services Co., Ltd.

ရုံးလက်ခံ/ မျှောစာတွဲ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အမှတ်(၁)သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့

တယ်လီဖုန်း ၀၁-၆၅၇၈၉၂ | စာအမှတ်၊ရက-၅(စ)/၀၀၂၊၀၀၅၊၀၀၇၊၀၀၈/၂၀၁၄(၂၈၁-၁)

ဖက်(စ)-၀၁-၆၅၇၈၂၅ | ရက်စွဲ၊ ၂၀၁၄ ခုနှစ် ဇူလိုင်လ ၂၄ ရက်

သို့

ပဲခူးတိုင်းဒေသကြီးအစိုးရအဖွဲ့ရုံး

အကြောင်းအရာ။ **သဘောထားမှတ်ချက်တောင်းခံခြင်းကိစ္စ**

ရည်ညွှန်းချက်။ စွမ်းအင်ဝန်ကြီးဌာန၏ (၂၆-၆-၂၀၁၄) ရက်စွဲပါ စာအမှတ်၊ ၀၀၈/ ၈၈၂/ ထ (၅၄၀/၂၀၁၄)နှင့် (၁-၇-၂၀၁၄) ရက်စွဲပါစာအမှတ်၊ ၀၀၈/၈၇၈/ထ (၅၇၁/၂၀၁၄)

၁။ စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့် သဘာဝဓါတ်ငွေ့လုပ်ငန်းသည် အိန္ဒိယနိုင်ငံ ONGC Videsh Limited မှ ၉၇% နှင့် မြန်မာနိုင်ငံ Machinery and Solutions Co., Ltd. မှ ၃ % ထည့်ဝင်၍ ကုန်းပိုင်းလုပ်ကွက် EP-3(သဲကုန်း-ရွှေကူဒေသ) တွင်လည်းကောင်း၊ ကနေဒါနိုင်ငံ Pacific Hunt Energy Corp., မှ ၇၅% နှင့်မြန်မာနိုင်ငံ Young Investment Co., Ltd. မှ ၂၅% ထည့်ဝင်၍ ကုန်းပိုင်း လုပ်ကွက် PSC-H (တောင်ငူ-ပျဉ်းမနားဒေသ) တွင်လည်းကောင်း၊ နယ်သာလန်နိုင်ငံ Bashneft International B.V., မှ ၉၀% နှင့် British Virgin Islands နိုင်ငံ Sun Apex Holdings Ltd. မှ ၁၀% ထည့်ဝင်၍ ကုန်းပိုင်းလုပ်ကွက် EP-4 (မရမန်ဒေသ) တွင်လည်းကောင်း ရေနံနှင့် သဘာဝဓါတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေး လုပ်ငန်းများ ဆောင်ရွက်ရန်အတွက် ထုတ်လုပ်မှုအပေါ် ခွဲဝေခံစားရေးစာချုပ်များ (Production Sharing Contracts - PSC) နှင့် British Virgin Islands နိုင်ငံ MPRL E & P Pte., Ltd. မှ ၈၀% နှင့် မြန်မာနိုင်ငံ Myanmar Petroleum Exploration & Production Co., Ltd. မှ ၂၀% ထည့်ဝင်၍ ကုန်းပိုင်းလုပ်ကွက် IOR-4 (ပြည်ဒေသ) တွင် ရေနံနှင့် သဘာဝဓါတ်ငွေ့ အထွက်တိုးရေးလုပ်ငန်းများ ဆောင်ရွက်ရန်အတွက် ရေနံနှင့်သဘာဝဓာတ်ငွေ့အထွက်တိုးရေးစာချုပ် (Improved Petroleum Recovery Contracts - IPR) များချုပ်ဆိုပြီး နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေအရ ဆောင်ရွက်ခွင့်ပြုပါရန် ရည်ညွှန်းချက်ပါစာများဖြင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ တင်ပြလာပါသည်။

၂။ နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှု နည်းဥပဒေအခန်း(၆) အပိုဒ်(၄၃)ပါ ပြဌာန်းချက် နှင့်အညီ အဆိုပြုချက်ကိုစိစစ်ရာတွင် နေပြည်တော်ကောင်စီ သို့မဟုတ် တိုင်းဒေသကြီး သို့မဟုတ် ပြည်နယ် အစိုးရအဖွဲ့၏ သဘောထားကိုတောင်းခံရယူရန် လိုအပ်ပါသည်။

၃။ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းသစ် ဆောင်ရွက်ခွင့်အတွက် သက်ဆိုင်ရာ တိုင်းဒေသကြီးနှင့် ပြည်နယ် အစိုးရအဖွဲ့မှ ထောက်ခံချက် ပေးရာတွင် ဝန်ကြီးချုပ် ကိုယ်တိုင် စိစစ် လက်မှတ်ရေးထိုးပြီး

ထောက်ခံပေးပါရန်နှင့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုနည်းဥပဒေ အပိုဒ်(၄၄)နှင့်အညီ **ရက်သတ္တပတ် တစ်ပတ်အတွင်း** ပြန်ကြားပေးနိုင်ပါရန် အဆိုပြုလွှာ(လေး)စုံအား ပူးတွဲပေးပို့လျက် ညှိနှိုင်းမေတ္တာရပ်ခံအပ်ပါသည်-

(က) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်နေရာသည် နောင်ပြုလုပ်မည့်(သို့မဟုတ်) လက်ရှိမြို့ပြစီမံကိန်းကို ထိခိုက်ခြင်းရှိ- မရှိ။

(ခ) မြို့နယ်ဒေသ အလုပ်အကိုင်အခွင့်အလမ်းနှင့် ဒေသစီးပွားရေး ဖွံ့ဖြိုးတိုးတက်မှုအတွက် အထောက်အကူဖြစ်- မဖြစ်။

(ဂ) ဖော်ပြပါ မြေနေရာအား အဆိုပြုလုပ်ငန်း ဆောင်ရွက်ခြင်းအပေါ် ဒေသခံများက လူမှုရေး၊ စီးပွားရေး၊ သဘာဝပတ်ဝန်းကျင် ထိန်းသိမ်းမှုတို့အရလက်ခံနိုင်ခြင်းရှိ- မရှိ။

(ဃ) တိုင်းဒေသကြီးအစိုးရအဖွဲ့၏ အကြံပြုချက်။

၄။ ကုန်းပိုင်းလုပ်ကွက် EP-3 (သဲကုန်း-ရွှေကူဒေသ)၊ကုန်းပိုင်းလုပ်ကွက်PSC-H (တောင်ငူ-ပျဉ်းမနားဒေသ)၊ ကုန်းပိုင်းလုပ်ကွက် EP-4(မရမန်ဒေသ) နှင့် ကုန်းပိုင်းလုပ်ကွက် IOR-4(ပြည်ဒေသ) တို့နှင့်စပ်လျဉ်း၍ ဒေါ်ခင်ခင်အေး (ညွှန်ကြားရေးမှူး၊ စွမ်းအင်စီမံရေးဦးစီးဌာန) တယ်လီဖုန်း ၀၆၇-၄၁၁၃၂၁၀၊ ၀၉-၄၂၀၇၀၇၇၄၀ သို့ ဆက်သွယ် ဆောင်ရွက်နိုင်ပါကြောင်းအသိပေးအပ်ပါသည်။

ဥက္ကဋ္ဌ (ကိုယ်စား)
(အောင်နိုင်ဦး၊ အတွင်းရေးမှူး)

မိတ္တူကို

ပြည်ထောင်စုဝန်ကြီးရုံး
စွမ်းအင်ဝန်ကြီးဌာန

ညွှန်ကြားရေးမှူးချုပ်
မြန်မာ့ရေနံနှင့်သဘာဝဓါတ်ငွေ့လုပ်ငန်း

ညွှန်ကြားရေးမှူးချုပ်
စွမ်းအင်စီမံရေးဦးစီးဌာန

Machinery and Solutions Co., Ltd.

Young Investment Co., Ltd.

Myanmar Petroleum Exploration& Production Co., Ltd.

ရုံးလက်ခံ/ မျှောစာတွဲ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊ရက-၅(စ)/၀၀၁-၀၀၇/၂၀၁၄(၁၀၁)
ရက်စွဲ ၊ ၂၀၁၄ ခုနှစ် ဇူလိုင်လ ၁၈ ရက်

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ တင်ပြသည့်အမှာစာ

အကြောင်းအရာ။ စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့် သဘာဝဓာတ်ငွေ့လုပ်ငန်းနှင့် နိုင်ငံခြားရေနံကုမ္ပဏီ ၅ ခုတို့အား ကုန်းပိုင်းလုပ်ကွက်များဖြစ်သည့် B-2 (ဇီးဖြူတောင်-နန်တောဒေသ)၊ EP-3 (သဲကုန်း -ရွှေကူဒေသ)၊ EP-1 (ကျောက်ကြီး-မင်းတုန်းဒေသ)၊ C-1 (အင်းတော် -ရနန်း ဒေသ)၊ PSC-H (တောင်ငူ-ပျဉ်းမနားဒေသ)၊ MOGE-4 (မြင်သာဒေသ) နှင့် EP-4 (မရမန်ဒေသ) တို့၌ ထုတ်လုပ်မှုအပေါ် ခွဲဝေခံစားရေး စာချုပ် (Production Sharing Contracts (PSC) အရ ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်ရန် အဆိုပြု တင်ပြလာခြင်းကိစ္စ

၁။ ကုန်းပိုင်းလုပ်ကွက် (၇) ကွက်တွင် စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့်သဘာဝ ဓာတ်ငွေ့လုပ်ငန်းနှင့် အောက်ပါကုမ္ပဏီများသည် ရေနံနှင့် သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေးလုပ်ငန်းများ ဆောင်ရွက်ရန်အတွက် ထုတ်လုပ်မှုအပေါ် ခွဲဝေခံစားရေး စာချုပ် Production Sharing Contracts (PSC) ချုပ်ဆို ဆောင်ရွက်ခွင့်ပြုပါရန် စွမ်းအင်ဝန်ကြီးဌာနမှ တစ်ဆင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်သို့ အဆိုပြုတင်ပြလာပါသည်။

စဉ်	လုပ်ကွက်အမှတ်	ကုမ္ပဏီအမည်	ထည့်ဝင်မှုအချိုး
(က)	B-2 (ဇီးဖြူတောင်-နန်တောဒေသ) စစ်ကိုင်းတိုင်း ဒေသကြီး	-ONGC Videsh Limited (အိန္ဒိယနိုင်ငံ) -Machinery and Solutions Co., Ltd. (မြန်မာနိုင်ငံ)	၉၇% ၃%
(ခ)	EP-3 (သဲကုန်း -ရွှေကူဒေသ) ပဲခူးတိုင်း ဒေသကြီး	-ONGC Videsh Limited (အိန္ဒိယနိုင်ငံ) -Machinery and Solutions Co., Ltd. (မြန်မာနိုင်ငံ)	၉၇% ၃%
(ဂ)	EP-1 (ကျောက်ကြီး-မင်းတုန်းဒေသ) မကွေးတိုင်းဒေသကြီး	-Brunei National Petroleum Co., Sdn. Bhd., (ဘရူနိုင်းနိုင်ငံ) -IGE Pte., Ltd. (မြန်မာနိုင်ငံ)	၈၇.၂၅% ၁၂.၇၅%

(ဃ)	C-1 (အင်းတော် - ရနန်း ဒေသ) စစ်ကိုင်းတိုင်းဒေသကြီး	-Pacific Hunt Energy Corp., (ကနေဒါနိုင်ငံ)	၇၅%
		-Young Investment Group Co., Ltd. (မြန်မာနိုင်ငံ)	၂၅%
(င)	PSC-H (တောင်ငူ- ပျဉ်းမနားဒေသ) ပဲခူးတိုင်းဒေသကြီး	-Pacific Hunt Energy Corp., (ကနေဒါနိုင်ငံ)	၇၅%
		-Young Investment Group Co., Ltd. (မြန်မာနိုင်ငံ)	၂၅%
(စ)	MOGE-4 (မြင်သာဒေသ) ဧရာဝတီတိုင်းဒေသကြီး	-CAOG S.a r.l., (လူဇင်ဘတ်နိုင်ငံ)	၉၄.၅%
		-Apex Geo Services Co., Ltd. (မြန်မာနိုင်ငံ)	၅.၅%
(ဆ)	EP-4 (မရမန်ဒေသ) ပဲခူးတိုင်းဒေသကြီး	-Bashneft International B.V., (နယ်သာလန်နိုင်ငံ)	၉၀%
		-Sun Apex Holdings Ltd. (မြန်မာနိုင်ငံ)	၁၀%

၂။ ကုန်းပိုင်းလုပ်ကွက် (၇)ကွက် ရင်းနှီးမြှုပ်နှံမှုပမာဏများမှာ အောက်ပါအတိုင်းဖြစ်ပါသည်-

စဉ်	**လုပ်ကွက်အမှတ်**	**ရင်းနှီးမြှုပ်နှံမှုပမာဏ အမေရိကန်ဒေါ်လာ (သန်း)**
(က)	B-2 (ဇီးဖြူတောင်-နန်တောဒေသ)	၄၉.၅၀
(ခ)	EP-3(သဲကုန်း -ရွှေကူဒေသ)	၃၂.၅၅
(ဂ)	EP1 (ကျောက်ကြီး-မင်းတုန်းဒေသ)	၂၇.၇၄
(ဃ)	C-1(အင်းတော် -ရနန်း ဒေသ)	၆၅.၀၅
(င)	PSC-H(တောင်ငူ-ပျဉ်းမနားဒေသ)	၈၇.၆၉
(စ)	MOGE-4 (မြင်သာဒေသ)	၄၀.၀၀
(ဆ)	EP-4 (မရမန်ဒေသ)	၃၈.၂၅၅

၃။ ကုန်းပိုင်းလုပ်ကွက် ၇ ခုလုံးသည် အစုရှယ်ယာပါဝင်သည့် ကုမ္ပဏီများနှင့် Memorandum of Understanding ကို EP-3 နှင့် B-2 အတွက် ၂၀၁၃ခုနှစ် ဇူလိုင်လ ၃ရက်နေ့တွင် လည်းကောင်း၊ C-1 နှင့် PSC-H MOGE-3 အတွက် ၂၀၁၃ခုနှစ် ဇန်နဝါရီလ ၃၀ရက်နေ့တွင် လည်းကောင်း၊ EP-1 အတွက် ၂၀၁၃ခုနှစ် ဩဂုတ်လ ၂၀ရက်နေ့တွင် လည်းကောင်း၊ EP-4 အတွက် ၂၀၁၃ခုနှစ် ဩဂုတ်လ ၂၁ ရက်နေ့တွင် လည်းကောင်း၊ Heads of Agreement ကို MOGE-4 အတွက် ၂၀၁၃ခုနှစ် ဩဂုတ်လ ၁၉ ရက်နေ့တွင် လည်းကောင်း လက်မှတ်ရေးထိုး ချုပ်ဆိုပြီးဖြစ်ကြောင်း တင်ပြထားပါသည်။

၄။ အဆိုပြုချက်များနှင့်အတူ ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၏သဘောထားမှတ်ချက်၊ ပြည်ထောင်စုစာရင်းစစ်ချုပ်ရုံး၏ သဘောထားမှတ်ချက်၊ ဘဏ္ဍာရေးဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက်၊ အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက် နှင့် မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်၏ သဘောထားမှတ်ချက်များ၊ ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၏ သဘောထားမှတ်ချက်နှင့်အညီ ပြင်ဆင်ထားသည့် Production Sharing Contracts (PSC) စာချုပ်(မူကြမ်း)၊ လုပ်ငန်းတည်နေရာပြမြေပုံ၊ စာရင်းစစ် အစီရင်ခံစာများကို တင်ပြထားပါသည်။

၅။ ရေနံလုပ်ငန်းသုံး ယာဥ်ယန္တရားများ၊ စက်ပစ္စည်းကိရိယာများစသည်ဖြင့် လိုအပ်သောပစ္စည်းများ၏ ခန့်မှန်းစာရင်းကို နှစ်စဥ် မြန်မာ့ရေနံနှင့် သဘာဝဓာတ်ငွေ့လုပ်ငန်းသို့ Work Program တင်ပြသည့် အချိန်တိုင်းတွင် တင်ပြရန် ယခုချုပ်ဆိုမည့် စာချုပ်(မူကြမ်း)တွင် ညှိနှိုင်းထည့်သွင်းထားပြီး ဖြစ်ပါသည်။

၆။ ရေနံလုပ်ငန်းအတွက်လိုအပ်သည့် ပစ္စည်းနှင့် ဝန်ဆောင်မှုလုပ်ငန်းများ ဈေးနှုန်းနှင့် အရည်အသွေးတူညီပါက မြန်မာနိုင်ငံအတွင်းမှ ထုတ်လုပ်ရရှိသော ပစ္စည်းနှင့် ဝန်ဆောင်မှုလုပ်ငန်းများ၊ မြန်မာတိုင်းရင်းသားများမှ တင်သွင်းဆောင်ရွက်ပေးသော ပစ္စည်းနှင့်ဝန်ဆောင်မှုလုပ်ငန်းများအား မဖြစ်မနေ ဦးစားပေးရမည်ဖြစ်ကြောင်းနှင့် ကန်ထရိုက်တာမှ နှစ်စဥ်ဆောင်ရွက်မည့် Budget ၏ ၂၅% ကို မြန်မာနိုင်ငံတွင်းမှ ထုတ်လုပ်ရရှိသော ပစ္စည်းနှင့် ဝန်ဆောင်မှုလုပ်ငန်းများ၊ မြန်မာတိုင်းရင်းသားများမှ တင်သွင်းဆောင်ရွက်ပေးသော ပစ္စည်းနှင့်ဝန်ဆောင်မှုလုပ်ငန်းများအား မဖြစ်မနေ ဦးစားပေးရမည်ဖြစ်ကြောင်းကို စာချုပ်မူကြမ်းတွင် ထည့်သွင်းထားပါသည်။

၇။ ကုန်းပိုင်းလုပ်ကွက် B-2 (ဇီးဖြူတောင်-နန်တောဒေသ)၊ ကုန်းပိုင်းလုပ်ကွက် C-1 (အင်းတော် - ရနန်းဒေသ)၊ ကုန်းပိုင်းလုပ်ကွက် EP-1 (ကျောက်ကြီး-မင်းတုန်းဒေသ)၊ ကုန်းပိုင်းလုပ်ကွက် EP-3 (သဲကုန်း -ရွှေကူဒေသ)၊ ကုန်းပိုင်းလုပ်ကွက် EP-4 (မရမန်ဒေသ)၊ ကုန်းပိုင်းလုပ်ကွက် MOGE-4 (မြင်သာဒေသ)နှင့် ကုန်းပိုင်းလုပ်ကွက် PSC-H (တောင်ငူ-ပျဉ်းမနားဒေသ)တို့တွင် ရေနံနှင့် သဘာဝဓာတ်ငွေ့ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေးလုပ်ငန်းများ ဆောင်ရွက်ရန် အတွက် မြန်မာ့ရေနံနှင့် သဘာဝဓာတ်ငွေ့ လုပ်ငန်းနှင့် ထုတ်လုပ်မှုအပေါ် ခွဲဝေခံစားရေး စာချုပ် Production Sharing Contracts (PSC)ချုပ်ဆို ဆောင်ရွက်ခွင့်ပြုပါရန်ကိစ္စနှင့် စပ်လျဉ်း၍ စီးပွားရေးရာကော်မတီ၏ ၂၀၁၄ ခုနှစ် မေလ ၁၉ ရက်နေ့တွင် ကျင်းပသော (၁၆/၂၀၁၄) အစည်းအဝေးနှင့် ပြည်ထောင်စုအစိုးရအဖွဲ့၏ ၂၀၁၄ ခုနှစ် ဇွန်လ ၄ ရက်နေ့တွင် ကျင်းပသော (၁၁/၂၀၁၄) အစည်းအဝေးတွင် တင်ပြခဲ့ပြီး အစည်းအဝေးဆုံးဖြတ်ချက်များကို ပူးတွဲတင်ပြထားပါသည်။

၈။ ထုတ်လုပ်မှုအပေါ် ခွဲဝေခံစားရေး စာချုပ် Production Sharing Contracts(PSC)၊ အပိုဒ်(၃)၊ အပိုဒ်ခွဲ (၃-၂)တွင် သဘာဝပတ်ဝန်းကျင်ထိခိုက်မှု လေ့လာဆန်းစစ်ချက်(EIA)၊ လူမှုရေးထိခိုက်မှု လေ့လာ ဆန်းစစ်ချက်(SIA)နှင့် သဘာဝပတ်ဝန်းကျင် စီမံခန့်ခွဲမှု အစီအစဥ်(EMP) ဆောင်ရွက်ရန်

ကော်မရှင် ခွင့်ပြုမိန့်ရပြီး ၆ လမှ အချိန်ကာလတစ်ခုအထိကို ပြင်ဆင်ရေးကာလဟု သတ်မှတ်ပေးရန် ဖော်ပြထားပါသည်။

ဆုံးဖြတ်ရန်အချက်

၉။ သို့ဖြစ်ပါ၍ မကွေးတိုင်းဒေသကြီး ကုန်းပိုင်းလုပ်ကွက် စစ်ကိုင်းတိုင်းဒေသကြီး ကုန်းပိုင်းလုပ်ကွက် B-2 (ဇီးဖြူတောင်-နန်တောဒေသ)၊ ပဲခူးတိုင်းဒေသကြီး ကုန်းပိုင်းလုပ်ကွက် EP-3 (သဲကုန်း - ရွှေကူဒေသ)၊ ကုန်းပိုင်းလုပ်ကွက် EP-1 (ကျောက်ကြီး-မင်းတုန်းဒေသ)၊ ကုန်းပိုင်းလုပ်ကွက် C-1 (အင်းတော်-ရနန်းဒေသ)၊ ကုန်းပိုင်းလုပ်ကွက် PSC-H (တောင်ငူ-ပျဉ်းမနားဒေသ)၊ ဧရာဝတီတိုင်းဒေသကြီး၊ ကုန်းပိုင်းလုပ်ကွက် MOGE-4 (မြင်သာဒေသ) နှင့် ကုန်းပိုင်းလုပ်ကွက် EP-4 (မရမန်ဒေသ) တို့တွင် စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့် သဘာဝဓာတ်ငွေ့ လုပ်ငန်းနှင့် နိုင်ငံခြားရေနံကုမ္ပဏီ (၅)ခုတို့မှ ထုတ်လုပ်မှုအပေါ် ခွဲဝေခံစားရေးစာချုပ် Production Sharing Contracts (PSC)စာချုပ်များ ချုပ်ဆိုလုပ်ကိုင်ခွင့်ပြုရေးကိစ္စအပေါ် တင်ပြလမ်းညွှန်မှု ခံယူအပ်ပါသည်။

ဥက္ကဋ္ဌ(ကိုယ်စား)
(အောင်နိုင်ဦး၊ အတွင်းရေးမှူး)

မိတ္တူကို
ရုံးလက်ခံ/မျှောစာတွဲ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
စွမ်းအင်ဝန်ကြီးဌာန

စာအမှတ်၊ ၀၀၈/ ၈၈၂/ ထ(၅၄၀ /၂၀၁၄)
ရက်စွဲ၊ ၂၀၁၄ခုနှစ်၊ ဇွန်လ ၂၆ ရက်

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့တင်ပြသည့်အမှာစာ

အကြောင်းအရာ။ စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့်သဘာဝဓာတ်ငွေ့လုပ်ငန်းနှင့် နိုင်ငံခြားရေနံကုမ္ပဏီ ၅ခုတို့အား ကုန်းပိုင်းလုပ်ကွက်များဖြစ်သည့် B-2 (ဇီးဖြူတောင်-နန်တောဒေသ)၊ EP-3 (သဲကုန်း-ရွှေကူဒေသ)၊ EP-1 (ကျောက်ကြီး-မင်းတုန်းဒေသ)၊ C-1 (အင်းတော်-ရနန်းဒေသ)၊ PSC-H (တောင်ငူ-ပျဉ်းမနားဒေသ)၊ MOGE-4 (မြင်သာဒေသ)၊ EP-4 (မရမန်ဒေသ)တို့၌ ထုတ်လုပ်မှုအပေါ်ခွဲဝေခံစားရေးစာချုပ် (Production Sharing Contract-PSC)အရ ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်ရန် အဆိုပြုတင်ပြခြင်းကိစ္စ

၁။ စွမ်းအင်ဝန်ကြီးဌာနမှ မြန်မာ့ရေနံနှင့်သဘာဝဓာတ်ငွေ့လုပ်ငန်းနှင့် အောက်ဖော်ပြပါဇယားရှိ ကုမ္ပဏီ ၅ခု တို့သည် ကုန်းပိုင်းလုပ်ကွက်များဖြစ်သည့် B-2 (ဇီးဖြူတောင်-နန်တောဒေသ)၊ EP-1 (ကျောက်ကြီး-မင်းတုန်းဒေသ)၊ EP-3 (သဲကုန်း-ရွှေကူဒေသ)၊ C-1 (အင်းတော်-ရနန်းဒေသ)၊ PSC-H (တောင်ငူ-ပျဉ်းမနားဒေသ)၊ MOGE-4 (မြင်သာဒေသ)၊ EP-4 (မရမန်ဒေသ)တို့တွင် ရေနံနှင့်သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေးလုပ်ငန်းများ ဆောင်ရွက်ရန်အတွက် Production Sharing Contracts (PSC)စာချုပ်များ ချုပ်ဆိုလုပ်ကိုင်ရန် စီစဉ်ဆောင်ရွက်လျှက်ရှိပါသည်-

စဉ်	PSC လုပ်ကွက်/ ဒေသ	ပြည်နယ်/တိုင်းဒေသကြီး	စာချုပ်ချုပ်ဆိုမည့်ကုမ္ပဏီ
၁	B-2 (ဇီးဖြူတောင်-နန်တောဒေသ)	စစ်ကိုင်းတိုင်းဒေသကြီး	ONGC Videsh Limited, India
၂	EP-3 (သဲကုန်း-ရွှေကူဒေသ)	ပဲခူးတိုင်းဒေသကြီး	ONGC Videsh Limited, India
၃	EP-1(ကျောက်ကြီး-မင်းတုန်းဒေသ)	မကွေးတိုင်းဒေသကြီး	Brunei National Petroleum Co., Sdn. Bhd., Brunei
၄	C-1 (အင်းတော်-ရနန်းဒေသ)	စစ်ကိုင်းတိုင်းဒေသကြီး	Pacific Hunt Energy Corp., Canada
၅	H (တောင်ငူ-ပျဉ်းမနားဒေသ)	ပဲခူးတိုင်းဒေသကြီး	Pacific Hunt Energy Corp., Canada
၆	MOGE-4 (မြင်သာဒေသ)	ဧရာဝတီတိုင်းဒေသကြီး	CAOG S.a r.l., Luxembourg
၇	EP-4 (မရမန်ဒေသ)	ပဲခူးတိုင်းဒေသကြီး	Bashneft International B.V., Netherlands

၂။ စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့်သဘာဝဓာတ်ငွေ့လုပ်ငန်းနှင့် နိုင်ငံခြားရေနံကုမ္ပဏီ ၅၃ တို့သည် ကုန်းပိုင်းလုပ်ကွက် ၇ကွက်တွင် ရေနံနှင့်သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေးလုပ်ငန်းများ ဆောင်ရွက်ရန်အတွက် Production Sharing Contracts (PSC) စာချုပ်များချုပ်ဆိုရန်အတွက် အဓိကအချက်အလက်များကို ပူးတွဲဇယား ဖြင့်လည်းကောင်း၊ အသေးစိတ်အချက်အလက်များကို ပူးတွဲ(၁)၊ ပူးတွဲ(၂)၊ ပူးတွဲ(၃)၊ ပူးတွဲ(၄)၊ ပူးတွဲ(၅)၊ ပူးတွဲ(၆)၊ ပူးတွဲ(၇) များဖြင့်လည်းကောင်း တင်ပြအပ်ပါသည် -

(က) အိန္ဒိယနိုင်ငံမှ ONGC Videsh Limited သည် ကုန်းပိုင်းလုပ်ကွက် B-2 (ဇီးဖြူတောင်-နန်တောဒေသ)၌ ရေနံနှင့်သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေးလုပ်ငန်းများတွင် Operator အဖြစ် လုပ်ကိုင်ဆောင်ရွက်မည် ဖြစ်ပြီး၊ မြန်မာနိုင်ငံမှ Machinery and Solutions Co., Ltd. တို့မှ ပူးပေါင်း ဆောင်ရွက်မည်ဖြစ်ပါသည်။ (ပူးတွဲ-၁)

(ခ) အိန္ဒိယနိုင်ငံမှ ONGC Videsh Limited သည် ကုန်းပိုင်းလုပ်ကွက် EP-3 (သဲကုန်း-ရွှေကူဒေသ)၌ ရေနံနှင့်သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေး လုပ်ငန်းများတွင် Operator အဖြစ် လုပ်ကိုင်ဆောင်ရွက်မည်ဖြစ်ပြီး၊ မြန်မာနိုင်ငံမှ Machinery and Solutions Co., Ltd. တို့မှ ပူးပေါင်းဆောင်ရွက်မည် ဖြစ်ပါသည်။ (ပူးတွဲ-၂)

(ဂ) ဘရူနိုင်းနိုင်ငံမှ Brunei National Petroleum Co., Sdn. Bhd. သည် ကုန်းပိုင်းလုပ်ကွက် EP-1 (ကျောက်ကြီး-မင်းတုန်းဒေသ)၌ ရေနံနှင့် သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေးလုပ်ငန်းများတွင် Operator အဖြစ် လုပ်ကိုင်ဆောင်ရွက်မည် ဖြစ်ပြီး၊ မြန်မာနိုင်ငံမှ IGE Pte., Ltd. တို့မှ ပူးပေါင်းဆောင်ရွက်မည်ဖြစ်ပါသည်။ (ပူးတွဲ-၃)

(ဃ) ကနေဒါနိုင်ငံမှ Pacific Hunt Energy Corporation သည် ကုန်းပိုင်း လုပ်ကွက် C-1 (အင်းတော်-ရနန်းဒေသ)၌ ရေနံနှင့်သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေးလုပ်ငန်းများတွင် Operator အဖြစ် လုပ်ကိုင်ဆောင်ရွက် မည်ဖြစ်ပြီး၊ မြန်မာနိုင်ငံမှ Young Investment Group Co., Ltd. တို့မှ ပူးပေါင်းဆောင်ရွက်မည်ဖြစ်ပါသည်။ (ပူးတွဲ-၄)

(င) ကနေဒါနိုင်ငံမှ Pacific Hunt Energy Corporation သည် ကုန်းပိုင်း လုပ်ကွက် PSC-H (တောင်ငူ-ပျဉ်းမနားဒေသ)၌ ရေနံနှင့်သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေးလုပ်ငန်းများတွင် Operator အဖြစ် လုပ်ကိုင်ဆောင်ရွက်မည် ဖြစ်ပြီး၊ မြန်မာနိုင်ငံမှ Young Investment Group Co., Ltd. တို့မှ ပူးပေါင်း ဆောင်ရွက်မည်ဖြစ်ပါသည်။ (ပူးတွဲ-၅)

(စ) လူဇင်ဘတ်နိုင်ငံမှ CAOG S.a r.l. သည် ကုန်းပိုင်းလုပ်ကွက် MOGE-4 (မြင်သာဒေသ)၌ ရေနံနှင့်သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေး လုပ်ငန်းများတွင် Operator အဖြစ် လုပ်ကိုင်ဆောင်ရွက်မည်ဖြစ်ပြီး၊ မြန်မာနိုင်ငံမှ Apex Geo Services Co., Ltd. တို့မှ ပူးပေါင်းဆောင်ရွက်မည်ဖြစ်ပါသည်။ (ပူးတွဲ-၆)

(ဆ) နယ်သာလန်နိုင်ငံမှ Bashneft International B.V. သည် ကုန်းပိုင်းလုပ်ကွက် EP-4 (မရမန်ဒေသ)၌ ရေနံနှင့်သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေး လုပ်ငန်းများတွင် Operator အဖြစ် လုပ်ကိုင်ဆောင်ရွက်မည်ဖြစ်ပြီး၊ မြန်မာနိုင်ငံမှ Sun Apex Holdings Ltd. တို့မှ ပူးပေါင်းဆောင်ရွက်မည်ဖြစ်ပါသည်။ (ပူးတွဲ-၇)

(ဇ) အထက်ဖော်ပြပါ ကုမ္ပဏီများ၏ အစုရှယ်ယာများပါဝင်သည့် Memorandum of Understanding/ Heads of Agreement များကို ပူးတွဲဖော်ပြထားပါသည်။ နောက်ဆက်တွဲ (က)

(ဈ) မြန်မာ့ရေနံနှင့်သဘာဝဓာတ်ငွေ့လုပ်ငန်းနှင့် ကုန်းပိုင်းလုပ်ကွက် ၇ ကွက်တွင် တင်ဒါအောင်မြင်ခဲ့သည့် နိုင်ငံခြားကုမ္ပဏီ ၅ခုတို့ချုပ်ဆိုမည့် PSC စာချုပ်ပါ Terms and Conditions အသေးစိတ်အချက်အလက်များကို နောက်ဆက်တွဲ(ခ) အဖြစ်လည်းကောင်း၊ လုပ်ကွက်တည်နေရာပြမြေပုံများကို နောက်ဆက်တွဲ(ဂ) အဖြစ်လည်းကောင်း၊ ထုတ်လုပ်မှုအပေါ်ခွဲဝေခံစားရေးစာချုပ်များကို နောက်ဆက်တွဲ(ဃ) အဖြစ်လည်းကောင်း တင်ပြအပ်ပါသည်။

(ည) ကုန်းပိုင်းလုပ်ကွက် ၁၆ ကွက်တွင် နိုင်ငံခြားကုမ္ပဏီ ၁၀ခုမှ တင်ဒါအောင်မြင်ခဲ့ကြောင်း အစီရင်ခံတင်ပြခဲ့ရာ သမ္မတဦးစီးရုံးမှ နိုင်ငံတော်သမ္မတက ခွင့်ပြုပါသဖြင့် လုပ်ထုံးလုပ်နည်းနှင့်အညီ ဆောင်ရွက်နိုင်ပါရန် အကြောင်းကြားခဲ့ပါသည်။ နောက်ဆက်တွဲ(င)

(ဋ) ထုတ်လုပ်မှုအပေါ်ခွဲဝေခံစားရေးစာချုပ်များ (Production Sharing Contract- PSC) ချုပ်ဆိုလုပ်ကိုင်ခွင့်ပြုရန် ကိစ္စနှင့်စပ်လျဉ်း၍ ၂၉-၄-၂၀၁၄ရက်နေ့တွင်ကျင်းပပြုလုပ်သည့် စွမ်းအင်ဝန်ကြီးဌာန၊ အမှုဆောင်ကော်မတီ အစည်းအဝေးအမှတ်စဉ် (၅/၂၀၁၄)မှစိစစ်ပြီး ပြည်ထောင်စုအစိုးရအဖွဲ့ စီးပွားရေးရာကော်မတီ၊ ပြည်ထောင်စုအစိုးရအဖွဲ့အစည်းအဝေးနှင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်တို့သို့ ဆက်လက်တင်ပြရန် အတည်ပြုခဲ့ပါသည်။

၃။ PSC စာချုပ်လက်မှတ်ရေးထိုးပြီးနောက် Environmental Impact Assessment (EIA)/ Social Impact Assessment(SIA)/Environmental Management Plan(EMP) လေ့လာစမ်းစစ်ခြင်းလုပ်ငန်းများကို စာချုပ်ချုပ်ဆိုပြီး ၆ လအတွင်း ဆောင်ရွက်ပြီး၊ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု

ကော်မရှင်သို့ တင်ပြအတည်ပြုချက်ရယူပြီးမှသာ လုပ်ငန်းများစတင်ဆောင်ရွက်ရန် ဖော်ပြပါရှိပါသည်။ PSC စာချုပ်မူကြမ်းအား ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၊ ပြည်ထောင်စုစာရင်းစစ်ချုပ်ရုံး၊ ဘဏ္ဍာရေးဝန်ကြီးဌာန၊ အမျိုးသားစီမံကိန်းနှင့်စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာနနှင့် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် ဗဟိုဘဏ်တို့၏ သဘောထားမှတ်ချက်တို့ကို ရယူပြင်ဆင်ထားပြီးဖြစ်ပါသည်။ <u>နောက်ဆက်တွဲ(စ)</u>၊ <u>နောက်ဆက်တွဲ(ဆ)</u>၊ <u>နောက်ဆက်တွဲ(ဇ)</u>၊ <u>နောက်ဆက်တွဲ(ဈ)</u>၊ <u>နောက်ဆက်တွဲ(ည)</u>၊

၄။ ပြည်ထောင်စုအစိုးရအဖွဲ့ စီးပွားရေးရာကော်မတီ၏ ၁၉-၅-၂၀၁၄ရက်နေ့တွင် ကျင်းပပြုလုပ်သော (၁၆/၂၀၁၄)အစည်းအဝေးမှ "တင်ဒါစည်းကမ်းချက်များနှင့်အညီ ဝန်ကြီးဌာနမှ ဆောင်ရွက်ရန်၊ နိုင်ငံတော်သမ္မတကြီးထံတင်ပြပြီးက ပြည်ထောင်စုအစိုးရအစည်းအဝေးသို့ တင်ပြဆောင်ရွက်ရန်"ဟုမိန့်မှတ်ချက်ပြုခဲ့ပြီး၊ နိုင်ငံတော်သမ္မတရုံးမှလည်း "လုပ်ထုံးလုပ်နည်းနှင့်အညီ ပြည်ထောင်စုအစိုးရအဖွဲ့အစည်းအဝေးသို့ တင်ပြဆောင်ရွက်သွားရန်"ဟု အကြောင်းကြားခဲ့ပါသည်။ <u>နောက်ဆက်တွဲ(ဋ)</u>၊ <u>နောက်ဆက်တွဲ(ဌ)</u>

၅။ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် ပြည်ထောင်စုအစိုးရအဖွဲ့အစည်းအဝေး၏ ၄-၆-၂၀၁၄ရက်နေ့တွင် ကျင်းပပြုလုပ်သော (၁၁/၂၀၁၄)အစည်းအဝေးမှလည်း သဘောတူခွင့်ပြုခဲ့ပြီးဖြစ်ပါသည်။ <u>နောက်ဆက်တွဲ(ဍ)</u>

၆။ သို့ဖြစ်ပါ၍၊ စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့်သဘာဝဓာတ်ငွေ့လုပ်ငန်းနှင့် နိုင်ငံခြားရေနံကုမ္ပဏီ ၅ခု တို့သည် ကုန်းပိုင်းလုပ်ကွက် ၇ကွက်ဖြစ်သည့် B-2 (ဇီးဖြူတောင်-နန်တောဒေသ)၊ EP-1 (ကျောက်ကြီး-မင်းတုန်းဒေသ)၊ EP-3 (သဲကုန်း-ရွှေကူဒေသ)၊ C-1 (အင်းတော်-ရနန်းဒေသ)၊ PSC-H (တောင်ငူ-ပျဉ်းမနားဒေသ)၊ MOGE-4 (မြင်သာဒေသ)၊ EP-4 (မရမန်ဒေသ)တို့တွင် ရေနံနှင့်သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေးလုပ်ငန်းများ ဆောင်ရွက်ရန်အတွက် ထုတ်လုပ်မှုအပေါ်ခွဲဝေခံစားရေးစာချုပ်အရ ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်ရန် အဆိုပြုတင်ပြအပ်ပါသည်။

၁၆

ဇေယျာအောင်
ပြည်ထောင်စုဝန်ကြီး

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့်သဘာဝဓာတ်ငွေ့လုပ်ငန်းနှင့် နိုင်ငံခြားရေနံကုမ္ပဏီ ၅ခုတို့မှ လုပ်ကွက် ၇ကွက်တွင် PSC စာချုပ်ချုပ်ဆိုနိုင်ရေးနှင့်စပ်လျဉ်းသည့် အချက်အလက်များ

စဉ်	PSC လုပ်ကွက်/ ဒေသ	ပြည်နယ်/ တိုင်းဒေသကြီး	စာချုပ်ချုပ်ဆိုမည့်ကုမ္ပဏီ (Operator)	မြန်မာကုမ္ပဏီ (Local Partner)	Signature Bonus (MMUS$)	Expenditure (MMUS$)	ဌာန ၅ခု၏ သဘောထား မှတ်ချက်များ ရယူပြင်ဆင်ထားပြီး
၁	B-2 (ဇီးဖြူတောင်-နန်တော)	စစ်ကိုင်း	ONGC Videsh Limited, India (97%)	Machinery and Solutions Co., Ltd. (3%)	2.00	Preparation Period (EIA/SIA) 0.10 Exploration Period (3Years) 28.1 (2 Years) 10.9 (1 Year) 10.5	(၁) ရှေ့နေချုပ်ရုံး (၂) စာရင်းစစ်ချုပ်ရုံး (၃) ဘဏ္ဍာရေးဝန်ကြီးဌာန (၄) အမျိုးသားစီမံကိန်းနှင့်စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန (၅) ဗဟိုဘဏ်
၂	EP-3 (သဲကုန်း-ရွှေကူ)	ပဲခူး	ONGC Videsh Limited, India (97%)	Machinery and Solutions Co., Ltd. (3%)	1.5	Preparation Period (EIA/SIA) 0.10 Exploration Period (3Years) 18.5 (2 Years) 7.25 (1 Year) 6.8	"
၃	EP-1 (ကျောက်ကြီး-မင်းတုန်း)	မကွေး	Brunei National Petroleum Co., Sdn. Bhd., Brunei (87.25%)	IGE Pte., Ltd. (12.75%)	3.0	Preparation Period (EIA/SIA) 0.30 Exploration Period (3Years) 18.7 (2 Years) 5.0 (1 Year) 4.0	"

စဉ်	PSC လုပ်ကွက်/ ဒေသ	ပြည်နယ်/ တိုင်းဒေသကြီး	စာချုပ်ချုပ်ဆိုမည့်ကုမ္ပဏီ (Operator)	မြန်မာကုမ္ပဏီ (Local Partner)	Signature Bonus (MMUS$)	Expenditure (MMUS$)	ဌာန ၅ခု၏ သဘောထား မှတ်ချက်များ ရယူပြင်ဆင်ထားပြီး
၄	C-1 (အင်းတော်-ရန်နီး)	စစ်ကိုင်း	Pacific Hunt Energy Corp., Canada (75%)	Young Investment Group Co., Ltd. (25%)	4.5	Preparation Period (EIA/SIA) 0.20 Exploration Period (3Years) 41.05 (2 Years) 17.00 (1 Year) 7.00	"
၅	H (တောင်ငူ-ပျဉ်းမနား)	ပဲခူး	Pacific Hunt Energy Corp., Canada (75%)	Young Investment Group Co., Ltd. (25%)	3.6	Preparation Period (EIA/SIA) 0.10 Exploration Period (3Years) 54.69 (2 Years) 23.00 (1 Year) 10.00	"
၆	MOGE-4 (မြင်သာ)	ရှေဝတီ	CAOG S.a r.l., Luxembourg (94.5%)	Apex Geo Services Co., Ltd. (5.5%)	2.0	Preparation Period (EIA/SIA) 0.15 Exploration Period (3Years) 22.00 (2 Years) 10.00 (1 Year) 8.00	"
၇	EP-4 (မရမန်)	ပဲခူး	Bashneft International B.V., Netherlands (90%)	Sun Apex Holdings Ltd. (10%)	4.00	Preparation Period (EIA/SIA) 0.15 Exploration Period (3Years) 28.436 (2 Years) 6.016 (1 Year) 3.803	"

(ပူးတွဲ-၂)

ကုန်းပိုင်းလုပ်ကွက် EP-3 (သဲကုန်း-ရွှေကူဒေသ)၌ စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့် သဘာဝဓာတ်ငွေ့လုပ်ငန်းနှင့် အိန္ဒိယနိုင်ငံမှ ONGC Videsh Limited နှင့် မြန်မာနိုင်ငံမှ Machinery and Solutions Co., Ltd. တို့သည် ရေနံနှင့်သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေးလုပ်ငန်းများ ဆောင်ရွက်ရန်အတွက် ထုတ်လုပ်မှုအပေါ်ခွဲဝေခံစားရေးစာချုပ်ကို လက်မှတ်ရေးထိုးချုပ်ဆိုမည်ဖြစ်ပါသည်။

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်ရန် ကမကထပြုသူ၏ ဆောင်ရွက်ရန် အဆိုပြုချက်

PROPOSAL OF THE PROMOTER TO MAKE FOREIGN INVESTMENT IN THE REPUBLIC OF THE UNION OF MYANMAR

Form (I)

Proposal Form of Promoter for the Investment to be made in the Republic of the Union of Myanmar

To.

Chairman,

Myanmar Investment Commission,

Reference No. 008/883/P(553/2014)

Date. 26th June, 2014.

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Foreign Investment Law by furnishing the following particulars-

1. Promoter's-

(a)	Name	DIRECTOR GENERAL.
(b)	Father's name	ENERGY PLANNING DEPARTMENT.
(c)	National Registration No.	MINISTRY OF ENERGY.
(d)	Citizenship	MYANMAR.
(e)	Address	BUILDING NO.6, NAY PYI TAW, MYANMAR.
(f)	Name of principle organization	MINISTRY OF ENERGY.
(g)	Type of business	PETROLEUM EXPLORATION AND DEVELOPMENT.
(h)	Principle company's address	BUILDING NO.6, NAY PYI TAW, MYANMAR.

2. If the investment business is formed under Joint Venture, partners-

(a)	Name	ONGC VIDESH LIMITED + MACHINERY AND SOLUTIONS COMPANY LIMITED
(b)	Father's name	ONGC VIDESH LIMITED + MACHINERY AND SOLUTIONS COMPANY LIMITED
(c)	National Registration No.	INDIA + MYANMAR

(d) Citizenship INDIA + MYANMAR

(e) Address -

(i) Address in Myanmar - ONGC VIDESH LIMITED (NIL)

- MACHINERY AND SOLUTIONS CO., LTD.
NO.146 (L-2), SHWE HNIN SI STREET,
WARD(5), 81/2MILE, MAYANGONE
TOWNSHIP, YANGON, MYANMAR
ATTN: U AUNG YE SOE - MANAGING DIRECTOR
FAX : + 95 1 667 110
E-MAIL:aungyesoe@mandsenergyservices.com

(ii) Residence abroad - ONGC VIDESH LIMITED
6^{TH} FLOOR, KAILASH BUILDING, 26,
KASTURBA, GANDHI MARG, NEW DELHI-110 001 INDIA
ATTN: COMPANY SECRETARY
TEL: 91-11-41291321
FAX : + 91 11 2373 0369
E-MAIL: cs notice@ongcvidesh.in

- MACHINERY AND SOLUTIONS (NIL) CO., LTD.

(f) Parent company ONGC VIDESH LIMITED

(g) Type of business PETROLEUM.

(h) Parent company's address - ONGC VIDESH LIMITED
6^{TH} FLOOR, KAILASH BUILDING, 26,
KASTURBA, GANDHI MARG, NEW DELHI-110 001 INDIA
ATTN: COMPANY SECRETARY
TEL: 91-11-41291321
FAX : + 91 11 2373 0369
E-MAIL: cs notice@ongcvidesh.in

- MACHINERY AND SOLUTIONS CO., LTD.
NO.146 (L-2), SHWE HNIN SI STREET,
WARD(5), 81/2MILE, MAYANGONE
TOWNSHIP, YANGON, MYANMAR

ATTN: U AUNG YE SOE - MANAGING DIRECTOR
FAX : + 95 1 667 110
E-MAIL:aungyesoe@mandsenergyservices.com

Remark : The following document need to attach according to the above paragraph (1) and (2) :-

(1) Company registration certificate (copy);
(2) National Registration Card (copy) and passport (copy);
(3) Evidences about the business and financial conditions of the participants of the proposed investment business;

3. Type of proposed investment business -

(a) Production PETROLEUM.
(b) Service business related with manufacturing
(c) Service
(d) Others

Remark : Expressions about the nature of business with regard to the above paragraph (3)

4. Type of business organization to be formed :-

(a) One hundred percent
(b) Joint Venture
  (i) Foreigner and citizen IN EXPLORATION PERIOD ONGC VIDESH LIMITED 97%, MACHINERY AND SOLUTIONS CO., LTD. 3%
  (ii) Foreigner and Government department/organization
  IN COMMERCIAL PRODUCTION PERIOD MYANMA OIL AND GAS ENTERPRISE 15%-25%, THE REST 85%-75% (ONGC VIDESH LIMITED 97%, MACHINERY AND SOLUTIONS CO., LTD. 3%)

(c) By contractual basis

(i) Foreigner and citizen

(ii) Foreigner and Government department/organization

(to enclose the list of the name, citizenship, address and designation of the executives of the organization, indicating the local and foreign capital ratio)

Remark : The following information needs to attach for the above Paragraph(4):-

(i) Share ratio for the authorized capital from abroad and local, names, citizenships, addressed and occupations of the directors;

(ii) Joint Venture Agreement (Draft) and recommendation of the Union Attorney General Office if the investment is related with the State;

(iii)Contract (Agreement) (Draft)

5. Particulars relating to company incorporation -

(a)	Authorized Capital	
(b)	Type of share	PRODUCTION SHARING CONTRACT.
(c)	Number of shares	

Remark : Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5.

6. Particulars relating to capital of the investment business-

		Kyat/US$ (Million)
(a)	Amount of local capital to be contributed	-
(b)	Amount of foreign capital To be brought in	32.55 MMUS$
	Total	**32.55 MMUS$**

(c) Annually or period of proposed capital to be brought in - 2014 to 2021

(d)	Last date of capital brought in	2021
(e)	Proposed duration of investment	6 Year & 6 Months
(f)	Commencement date of construction	2014
(g)	Construction period	2014 to 2021

Remark : Describe with annexure if it is required for the above Para 6(c).

7. Detail list of foreign capital to be brought in -

		Foreign Currency (Million)	Equivalent Kyat (Million)
(a)	Foreign currency (Type and amount)	32.55 MMUS$	
(b)	Machinery and equipment and Value (to enclose detail list)	WILL BE FURNISHED LATER.	
(c)	List of initial raw materials and Value (to enclose detail list)		
(d)	Value of licence, intellectual Property, industrial design, trade mark, patent rights, etc.		
(e)	Value of technical know-how		
(f)	Others		
	Total	**32.55 MMUS$**	

Remark: The evidence of permission shall be submitted for the above para 7 (d) and (e).

8. Details of local capital to be contributed -

		Kyat (Million)
(a)	Amount	
(b)	Value of machinery and equipment (to enclose detail list)	WILL BE FURNISHED LATER.
(c)	Rental rate for building / and	
(d)	Cost of building construction	
(e)	Value of furniture and assets (to enclose detail list)	WILL BE FURNISHED LATER.
(f)	Value of initial raw material requirement (to enclose detail list)	
(g)	Others	
	Total	

9. Particulars about the investment business –

(a) Investment location(s)/place ONSHORE BLOCK EP-3

(b) Type and area requirement for land or land and building

(i) Location THEGON-SHWEGU AREA

(ii) Number of land/building and area

(iii) Owner of the land

(aa) Name/company/department

(bb) National Registration Card No.

(cc) Address

(iv) Type of land

(v) Period of land lease contract

(vi) Lease period

(vii) Lease rate

(aa) Land

(bb) Building

(viii) Ward

(ix) Township

(x) State/Region

(xi) Lessee

(aa) Name/Name of Company/Department

(bb) Father's name

(cc) Citizenship

(dd) ID No./Passport No.

(ee) Residence Address

Remark : Following particulars have to enclosed for above Para 9(b)

(i) to enclose land map, land ownership and ownership evidences ;

(ii) draft land lease agreement, recommendation from the Union Attorney General if the land is related to the State ;

(c) Requirement of building to be constructed;

(i) Type/number of building

(ii) Area

(d) Product to be produced/Service

(i) Name of product

(ii) Estimate amount to be produced annually

(iii) Type of service — CRUDE OIL AND NATURAL GAS EXPLORATION AND PRODUCTION

(iv) Estimate value of service annually

Remark: Detail list shall be enclosed with regard to the above para 9 (d).

(e) Annual requirement of materials/raw materials.

Remark: According to the above para 9(e) detail list of products in terms of type of products, quantity, value, technical specifications for the production shall be listed and enclosed.

(f) Production system

(g) Technology

(h) System of sales — EXPORT & DOMESTIC SALES TO MYANMA OIL AND GAS ENTERPRISE

(i) Annual fuel requirement
(to prescribe type and quantity)

(j) Annual electricity requirement — OWN GENERATOR

(k) Annual water requirement
(to prescribe daily requirement, if any)

10. Detail information about financial standing -

(a) Name/company's name — ONGC VIDESH LIMITED

(b) ID No./ National Registration Card No./Passport No.

(c) Bank Account No.

Remark: To enclose bank statement from resident country or annual audit report of the principle company with regard to the above para 10.

11. Number of personnel required for the proposed economic activity:-

(a) Local personnel ( ) number ( )%
WILL BE FURNISHED LATER.

(b) Foreign experts and technicians ( ) number ( )%
WILL BE FURNISHED LATER.

(Engineer, QC, Buyer, Management, etc. based on the nature of business and required period)

Remark: As per para 11 the following information shall be enclosed:-

(i) Number of personnel, occupation, salary, etc;

(ii) Social security and welfare arrangements for personnel;

(iii) Family accompany with foreign employee ;

12. Particulars relating to economic justification :-

		Foreign Currency	**Equivalent Estimated Kyat**	
		Initial Exploration Period (3Yrs)	1st Extension Period (2Yrs)	2nd Extension Period (1Yr)
(a)	Annual income	-	-	-
(b)	Annual expenditure (MMUS$)	18.50	7.25	6.80
(c)	Annual net profit	-	-	-
(d)	Yearly investments (MMUS$)	18.50	7.25	6.80
(e)	Recoupment period	-	-	-
(f)	Other benefits (to enclose detail calculations)	-	-	-

13. Evaluation of environmental impact :- WILL BE FURNISHED LATER.

(a) Organization for evaluation of environmental assessment;

(b) Duration of the evaluation for environmental assessment; EIA/SIA 6 MONTHS

(c) Compensation programme for environmental damages

(d) Water purification system and waste water treatment system;

(e) Waste management system;

(f) System for storage of chemicals

14. Evaluation on social impact assessments; WILL BE FURNISHED LATER.

(a) Organization for evaluation of social impact assessments;

(b) Duration of the evaluation for social impact assessments; EIA/SIA 6 MONTHS

(c) Corporate social responsibility programme;

Signature	
Name	U Pe Zin Tun
Designation	Director General
	Energy Planning Department

လျှို့ဝှက်
၁၁၂

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "**MoU**") entered into by and between **ONGC Videsh Limited**, a company organized and existing according to the laws of India, which has its registered office at 6th **Floor, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi –110 001, India** (hereinafter referred to as "**OVL**", which expression shall include, unless contrary to the context or contrary to the meaning thereof, its successors and permitted assigns) on the one part, and **Machinery and Solutions Co. Ltd.**, a company organised and existing according to the laws of Myanmar, which has its registered office at **146 (L-2) Shwe Hnin Si Street, Mayangone Township, Yangon, Myanmar** (hereinafter referred to as "**M & S**", which expression shall include, unless contrary to the context or contrary to the meaning thereof, its successors and permitted assigns) on the other part;

OVL and M & S may be referred to hereinafter individually as the "**Party**" and jointly as the "**Parties**".

WHEREAS

1. The Ministry of Energy of the Government of the Republic of the Union of Myanmar (hereinafter the "**Ministry**") has announced invitation for bids to conduct petroleum operations in Myanmar onshore areas (hereinafter referred to as the "**Project**") as per which the petroleum operation shall be conducted on production sharing basis and/or improved petroleum recovery basis and the party(s), who desired to enter into the production sharing contract ("**PSC**") and/or improved petroleum recovery contract ("**IPR**") with the Myanma Oil and Gas Enterprise (**MOGE**), shall have technical competency, financial capability, experience, expertise and technical know how to conduct petroleum exploration and development works and must have good track record.

2. OVL has been pre-qualified and selected as a potential bidder for the blocks and is desirous of evaluating the onshore areas for potential bidding.

3. One of the conditions for submission of the bids for conducting petroleum operations in Myanmar onshore areas, in accordance with the Ministry's document "Invitation for Bids to conduct Petroleum Operation in Myanmar Onshore Areas (2013)" dated 17th January, 2013 (hereinafter the "**Bid Invitation**"), requires that the potential bidders must cooperate with a minimum of one Myanmar national owned company of their own choice and registered at Energy Planning Department of the Ministry .

လျှို့ဝှက်

4. M & S has represented that it is one of the companies that is registered at Energy Planning Department of the Ministry and listed on the Myanmar national owned companies' list approved and distributed to the potential bidders by the Ministry and is willing and desirous of cooperating with OVL as per the Bid Invitation and other terms and conditions as may be provided by the Ministry, MOGE and/or or its authorized departments from time to time.

5. OVL and M & S desire to record the principles and basis of the cooperative relationship for the purpose of conduct of petroleum operations under the Bid Invitation.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this MoU, the Parties agree as follows:

Article 1
(Purpose)

1.1 This MoU establishes the general principles and framework for cooperation regarding conduct of petroleum operations with respect of blocks under the Bid Invitation. Parties agree that the detailed terms of cooperation shall be finalized in due course by separate detailed agreement(s). Unless terminated before, this MoU shall govern the relationship between the Parties until such detailed agreement(s) are finalized and executed.

Article 2
(Subject Matter)

2.1 The Parties shall cooperate and act together for submission of bid(s) for one or more onshore blocks in respect of the Project and if any of the blocks are awarded to the Parties, for the execution of petroleum operations in respect of awarded blocks on mutually agreed terms.

2.2 M & S shall not cooperate with any other potential bidder for OVL specified blocks under the Bid Invitation. However, if agreed by OVL in writing, M & S may cooperate with any other potential bidder for submission of bid(s) under the Bid Invitation in respect of blocks for which OVL has decided not to bid under the Bid Invitation.

2.3 During the validity of this MoU, if the Ministry invites bids for any other onshore or offshore blocks which also require foreign companies to cooperate with Myanmar national owned company registered with the Ministry (or any of its departments) as a precondition, the same shall also be governed by this MoU.

Article 3
(Participating Interest and Carry)

3.1 The participating interest of M & S in the Project shall be three (3) percent. In case of award of any block(s) under the Bid Invitation pursuant to submission of bid(s) by OVL, the participating interest of M & S in respect of petroleum operations for such awarded blocks' PSC and/or IPR shall also be three (3) percent. The balance participating interest shall belong to OVL and OVL may share / assign such participating interest at any time with any other party, whether before or after the bid submission or before or after award of block(s).

3.2 OVL shall bear the costs relating to the Project and/or petroleum operation (in case of award of block(s)). M & S shall reimburse its share of costs of petroleum operation on receipt of its share of revenues from the first commercial production of the Project. If OVL cannot make a commercial discovery in accordance with PSC terms and conditions of the awarded block(s), all the cost incurred relating to the Project and/or petroleum operation shall be borne by OVL without any liabilities on M & S (hereinafter referred to as the "**Carry**"),

Article 4
(Responsibilities of the Parties)

4.1 M & S shall provide all assistance required by OVL in connection with submission of bid(s) and in case of award of any block(s), in the negotiation and execution of the PSC(s) and/or IPR(s) with the Ministry and/or MOGE in consultation with OVL and facilitate the administration of the PSCs and/or IPRs so executed. M & S shall also provide assistance to OVL in contract negotiations and approvals with the government authorities as well as providing local content, representation, logistics, translation services and other local support as and when required.

4.2 M & S undertakes not to make any commitment on behalf of OVL without prior approval from OVL in writing.

Article 5
(Control and Monitoring)

5.1 For overall supervision, communication and coordination of work under this MoU, the Parties shall establish a coordination committee (hereinafter the "**Coordination Committee**") within seven (7) days of signing of this MoU. The Coordination Committee shall be composed of two (2) representatives from each Party and shall be headed by a representative of OVL acting as its chairman (hereinafter the "**Chairman**"). The Coordination Committee shall meet as often as required at mutually agreed place and convenient dates for execution of work to implement the relations of cooperation under the MoU.

5.2 The Coordination Committee shall propose to the Parties the specific block(s) for which the bid(s) and the related work program may be submitted. The Coordination Committee shall make all decisions by majority vote. In case of equality of votes, the Chairman's decision shall be final and binding upon the Parties until the execution of agreement(s) relating to joint operations upon award of block(s) at which time the provisions of such agreement(s) relating to joint operations shall apply.

5.3 Notwithstanding the provisions of Article 5.2, the Parties recognize and confirm that each Party shall be responsible for performing its due diligence relating to the submission (or non-submission) of bid(s) for any block(s) and neither Party shall be responsible to the other for any losses or damages in this regard except sharing of the costs as provided in Article 3.

Article 6
(Confidentiality of Information)

6.1 Strict confidentiality shall be maintained regarding the contents of this MoU and no Party shall disclose the same in part or in whole either orally or in writing to any third party without the written consent of the other Party.

6.2 Any information or documents exchanged between the Parties in conformity with the provisions of this MoU shall be treated by the receiving Party as confidential, and shall not be disclosed to any third party, except to its directors, officers, employees and the directors, officers employees of its affiliates, the government agencies of the Parties for obtaining necessary approvals and the consultants/advisers if retained for expert opinion, without prior written consent of the disclosing Party. However the receiving

Party before making any disclosures to its consultants/advisers or any third party strictly for the purpose mentioned in this Article shall ensure that the person to whom such confidential information is disclosed is aware of the confidentiality obligations under this MoU and shall ensure that such person complies with the confidentiality provisions of this MoU.

6.3 The Parties shall take all appropriate measures in accordance with their respective national laws and regulations to preserve the restrictions and reservations of information and to protect intellectual property rights including commercial and industrial secrets transferred between authorized entities within the jurisdiction of either Party.

6.4 The Parties may disclose the content of this MoU or provide a copy of this MoU to the respective authorities of Myanmar including but not limited to the Ministry and/or MOGE to the extent it is required to be provided for the purpose of submitting the bid(s) under the bid invitation or other bid invitations from time to time.

Article 7
(Costs, Fees and Expenses)

7.1 Subject to the provisions of Article 3, each Party shall bear the cost and expenses incurred / to be incurred by it, except those, which are agreed mutually in writing to be shared prior to incurring such costs.

Article 8
(Duration)

8.1 This MoU shall be effective from the date of its execution and unless terminated earlier pursuant to Article 8.3 and 8.4, shall remain in force and effect for a period of two (2) years from the date of execution and may be extended for additional periods of two years (2) by mutual written agreement of the Parties.

8.2 The termination of the MoU shall be without prejudice to the rights and obligations of the Parties existing as on the date of termination. Notwithstanding the termination of this MoU (either upon expiry or earlier), each Party shall remain bound by the confidentiality provisions of Article 6 for a period of two (2) years from date of termination.

8.3 OVL shall have the right to terminate this MoU at any time in case M & S is not registered at and/or its registration is cancelled at any time for any reason by Energy Planning Department of the Ministry and/or not listed on the Myanmar national owned companies' approved list of the Ministry eligible for cooperation with foreign companies for conduct of petroleum operations.

8.4 The Parties may agree to terminate this MoU prior to its expiry by mutual agreement in writing.

Article 9
(Representation and Warranties)

9.1 Each Party hereby represents and warrants to the other Party that as of the date of execution of this MoU, it is a duly formed corporate entity which has the requisite powers to execute and perform its obligations under this MoU and other documents required to be entered into to give effect to this transaction and such execution and performance has been duly authorized by appropriate corporate actions and when executed, this MoU and any/all other document(s) required to be entered into to give effect to this transaction shall be valid, binding and legally enforceable obligations of such Party which are not in conflict with any judgment, decree, order, law, agreement, corporate document, or charter which governs or circumscribes actions of such Party.

9.2 M & S further represents and warrants that it is one of the companies that is registered at Energy Planning Department of the Ministry and listed on the Myanmar national owned companies' approved list for cooperation for conduct of petroleum operations by foreign companies that has been or shall be distributed to the potential bidders by the Ministry and shall take all reasonable actions from time to time to remain listed on the approved list during the term of this MoU.

Article 10
(Settlement of Disputes)

10.1 This MoU shall be governed by and construed in accordance with the laws of England.

10.2 All disputes or demands that arise from or in connection with this MoU pertaining to its interpretation, application, fulfillment, breach or termination shall be resolved through amicable discussions between the Parties.

10.3 Should the Parties fail to resolve any dispute through amicable discussions, all disputes arising out of or relating to this MoU, including any question regarding its existence, validity or termination shall be settled exclusively and definitively through final and binding arbitration. The arbitration shall be conducted in accordance with London Court of International Arbitration ("LCIA") rules under the supervision of the LCIA. A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect. The number of arbitrators would be three (3), i.e. one appointed by each Party and the appointed two (2) arbitrators shall appoint the third arbitrator, who shall be the presiding arbitrator. Unless otherwise agreed by the Parties the seat of arbitration shall be London, England. The arbitration proceedings shall be conducted and the award shall be rendered solely in English.

Article 11
(Indemnity)

11.1 Each party shall be responsible for and shall protect, indemnify and hold harmless the other against any and all losses, suits, litigations, claims etc. arising out of loss or injury to their person or property without regard to any negligence and/or breach of duty (statutory or otherwise) and/or default of other. Person and property shall include person and property of their contractors, invitees and their owned, controlled, affiliated and subsidiary companies and the stock holders, directors, agents and their respective employees and representatives.

11.2 No Party shall be liable in an action initiated by one against the other Party for special, indirect, exemplary, punitive or consequential damages resulting from or arising out of this MoU, including without limitation, loss of profit or business interruptions, however same may be caused.

Article 12
(Notices)

12.1 Except as otherwise specifically provided herein, all notices, authorized or required between the Parties by any of the provisions of this MoU shall be in writing, in English language and delivered in person or by registered mail or by courier service or by any

electronic means of transmitting written communications which provides confirmation of complete transmission, or with confirmation of receipt of complete transmission from the receiving Party having been obtained and addressed to such Parties as designated below:

OVL:

ONGC Videsh Limited
6th Floor, Kailash Building,
26, Kasturba Gandhi Marg,
New Delhi – 110 001
India
Attn: Company Secretary
Fax: +91 11 2373 0369
E-mail: cs_notice@ongcvidesh.in

M & S:

Machinery and Solutions Co. Ltd,
146 (L-2) Shwe Hnin Si Street
Mayangone Township, Yangon,
Myanmar
Attn: U Aung Ye Soe – Managing Director
Fax: +95 1 667 110
E-mail: aungyesoe@mandsenergyservices.com

or such other address as any Party hereafter shall intimate from time to time to the other Party in accordance with this Article.

12.2 Any such notice shall be deemed received by the Party to whom so addressed when delivered at such address in person or by courier service. Notice given by facsimile shall be deemed received when received by the other Party's (as evidenced by acknowledgment obtained by sender from receiver) receiving terminal provided, however, that if a facsimile is received or delivered after a Party's normal business hours or on a day that is not a business day, such facsimile shall be deemed received or delivered on the next succeeding business day.

12.3 Should a change in postal address or location of a Party occur, such Party shall notify the other Party and provide proper documents confirming the fact of the change within 5 (five) calendar days of the occurrence of the change. If the other Party is not informed accordingly, all the notifications, payments and correspondence sent to the last known address (particulars) of the concerned Party would be considered as received.

Article 13
(Counterparts)

13.1 This MoU may be executed in any number of counterparts, with each such counterpart deemed an original MoU for all purposes, provided that no Party shall be bound to this MoU unless and until both Parties have executed a counterpart. For purposes of assembling all counterparts into one document, the signature page from one or more counterparts may be detached and, after signature of such page by a Party, attached to a counterpart.

IN WITNESS WHEREOF, the Parties have caused this MoU to be executed in their corporate names by duly authorised representatives as of the date written against each signature.

ONGC Videsh Limited
By

Name: ASIS KUMAR MANDAL
Title: VICE PRESIDENT- Business Development
Date: 03/07/2013

Machinery And Solutions Co. Ltd.
By

Name: U Aung Ye Soe
Title: Managing Director
Date: 3/JULY/2013

STANDARD TERMS AND CONDITIONS OF PRODUCTION SHARING CONTRACT FOR ONSHORE BLOCKS

Sr. No.	Particulars	Standard Terms and Conditions of Production Sharing Contract for Onshore Blocks
1.	Contract Area	EP-3
2.	Area of Block	1649.83 sq.km
3.	Type of Contract	**Production Sharing Contract (PSC)**
4.	Preparation Period	**- 6 months** (after the signing of the Contract) - Contractor shall conduct Environmental Impact Assessment (EIA) and Social Impact Assessment (SIA) and shall submit the final report including executive summary and mitigation plan to MOGE for MIC approval. **Min. Expenditure= 0.1 MMUS$** **{ Contractor shall enter into Exploration Period after approval of MIC on EIA / SIA reports}**
5.	Signature Bonus	**1.5 MMUS$** (Payment within 30 days after approval from MIC on EIA / SIA.)
6.	Exploration Period (Minimum Work Commitment and Expenditure)	**- 3 years** — **Min. Expenditure** Year 1 - G & G Study and Seismic Acquisition, Proccssing, Interpretation (API) — 4.0 MMUS$ Year 2 - drill minimum 1 (one) well — 6.8 MMUS$ Year 3 - post-well evaluation & to drill 1 (one) well — 7.7 MMUS$ Total — 18.5 MMUS$ **{Contractor will have the option to back-off}** 1st Extension (**2 year** x 1 time) — **Min. Expenditure** Year 4 - prospect evaluation — 0.45 MMUS$ Year 5 - To drill 1 (one) well — 6.8 MMUS$ Total — 7.25 MMUS$ **{Contractor will have the option to back-off}** 2nd Extension (**1 year** x 1 time) Year 6 - To drill one (1) appraisal well Min. Expenditure — 6.8 MMUS$
7.	Production Period	20 years from the date of completion of development in accordance with Development Plan (or) according to Petroleum (Crude Oil / Natural Gas) Sales Agreement, whichever is longer.
8.	Royalty	12.5% of all Available Petroleum.
9.	Cost Recovery	Maximum 50% of all Available Petroleum.
10.	*Profit Petroleum Allocation*	**Crude Oil** (see below) **Natural Gas** (see below)
11.	Production Bonus	**Crude Oil** (see below)

10. Profit Petroleum Allocation — Crude Oil

BOPD	MOGE(%)	CONT(%)
0 - 10,000	60	40
10,001 - 20,000	65	35
20,001 - 50,000	70	30
50,001 - 100,000	80	20
100,001 - 150,000	85	15
> 150,000	90	10

Natural Gas

MMCFD	MOGE(%)	CONT(%)
up to 60	60	40
61 - 120	65	35
121 - 300	70	30
301 - 600	80	20
601 - 900	85	15
above 900	90	10

11. Production Bonus — Crude Oil

Upon approval of Development Plan	= 0.50 MMUS$
10,000 BOPD (for 90 consecutive days production)	= 1.50 MMUS$
20,000 BOPD (for 90 consecutive days production)	= 2.00 MMUS$
50,000 BOPD (for 90 consecutive days production)	= 3.00 MMUS$
100,000 BOPD (for 90 consecutive days production)	= 4.00 MMUS$
150,000 BOPD (for 90 consecutive days production)	= 6.00 MMUS$

STANDARD TERMS AND CONDITIONS OF PRODUCTION SHARING CONTRACT FOR ONSHORE BLOCKS
(As of 26-2-2013)

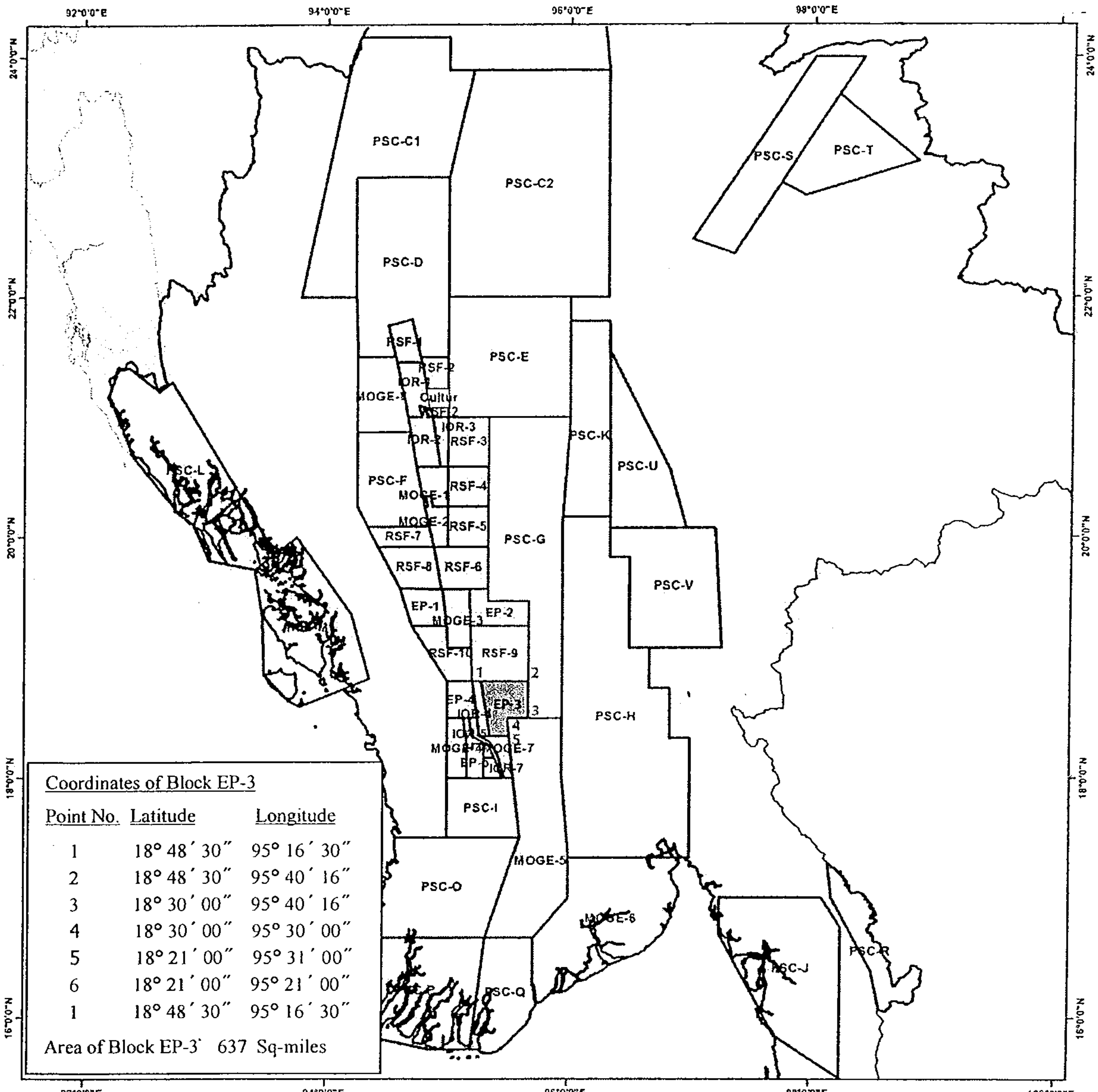
Sr. No.	Particulars	Standard Terms and Conditions of Production Sharing Contract for Onshore Blocks
11.	Production Bonus	**Natural Gas** Upon approval of Development Plan = 0.50 MMUS$ 60 MMCFD (for 90 consecutive days production) = 1.50 MMUS$ 120 MMCFD (for 90 consecutive days production) = 2.00 MMUS$ 300 MMCFD (for 90 consecutive days production) = 3.00 MMUS$ 600 MMCFD (for 90 consecutive days production) = 4.00 MMUS$ 900 MMCFD (for 90 consecutive days production) = 6.00 MMUS$
12.	Domestic Requirement	20% of Crude Oil and 25% of Natural Gas of CONTRACTOR's share of profit petroleum at 90% of Fair Market Prices.
13.	Training Fund	Exploration Period = 25,000 US$ per Year. Production Period = 50,000 US$ per Year.
14.	Research and Development Fund	0.5% of CONTRACTOR's share of Profit Petroleum.
15.	State Participation.	15 % undivided interest and MOGE has the option to extend up to 25% at its own discretion.
16.	Income Tax	25% on CONTRACTOR's Net Profit. (5 years Tax Holiday starting from the Production.)
17.	Governing Law	Laws of the Republic of the Union of Myanmar.
18.	Arbitration	Myanmar Arbitration Act, 1944.
19.	Sharing of Profits made from the sale or transfer of the shares in the Company formed under the contract	If the Company formed under the provisions of the Contract sell or transfer its shares of the Company and if a Profit is being made, CONTRACTOR is liable to pay to the Union Government of the Republic of the Union of Myanmar the following tranches out of the Net Profit made on the sale or transfer of the shares of the Company, registered under the Contract:- - If the amount of Net Profit is up to 100 MMUS$ 40% - If the amount of Net Profit is between 100 MMUS$ and 150 MMUS$ 45% - If the amount of Net Profit is over 150 MMUS$ 50%
20.	EITI	MOGE and CONTRACTOR shall collaborate to implement the Extractive Industries Transparency Initiative.

လျှို့ဝှက်

MAP OF CONTRACT AREA

REPUBLIC OF THE UNION OF MYANMAR

ONSHORE BLOCK MAP



Coordinates of Block EP-3

Point No.	Latitude	Longitude
1	18° 48′ 30″	95° 16′ 30″
2	18° 48′ 30″	95° 40′ 16″
3	18° 30′ 00″	95° 40′ 16″
4	18° 30′ 00″	95° 30′ 00″
5	18° 21′ 00″	95° 31′ 00″
6	18° 21′ 00″	95° 21′ 00″
1	18° 48′ 30″	95° 16′ 30″

Area of Block EP-3 637 Sq-miles

E

PRODUCTION SHARING CONTRACT

FOR

THE EXPLORATION AND PRODUCTION OF PETROLEUM

BETWEEN

MYANMA OIL AND GAS ENTERPRISE

AND

ONGC VIDESH LIMITED

AND

MACHINERY AND SOLUTIONS COMPANY LIMITED

FOR

ONSHORE BLOCK EP-3
(THEGON-SHWEGU AREA)

Dated:

TABLE OF CONTENT

SECTION | **PAGE**

ATTACHMENTS

PRODUCTION SHARING CONTRACT

FOR ONSHORE PETROLEUM OPERATIONS

ONSHORE BLOCK EP-3 (THEGON-SHWEGU AREA)

BETWEEN

MYANMA OIL AND GAS ENTERPRISE

AND

ONGC VIDESH LIMITED

AND

MACHINERY AND SOLUTIONS COMPANY LIMITED

This Contract entered into and delivered in Nay Pyi Taw, the Republic of the Union of Myanmar on the .... by and between:

MYANMA OIL AND GAS ENTERPRISE, an enterprise organized and existing under the laws of the Republic of the Union of Myanmar (hereinafter referred to as the "MOGE" which expression shall, unless repugnant to the context or the meaning thereof, be deemed to include its successors and permitted assigns), represented for the purpose of this Contract by THE MANAGING DIRECTOR, MYANMA OIL AND GAS ENTERPRISE, of the one part;

and

ONGC Videsh Limited, a company incorporated under the laws of the Government of India (hereinafter referred to as the "OVL" which expression shall, unless repugnant to the context or the meaning thereof, be deemed to include its successors, legal representatives and permitted assigns), represented for the purpose of this Contract by Company Secretary, ONGC Videsh Limited and

Machinery and Solutions Company Limited, a company incorporated under the laws of the Republic of the Union of Myanmar, (hereinafter referred to as the "M&S" which expression shall, unless repugnant to the context or the meaning thereof, be deemed to include its successors, legal representatives and permitted assigns), represented for the purpose of this Contract by Managing Director, Machinery and Solutions Company Limited ; of the other part

OVL and **M&S** are hereinafter, together with their respective successors, legal representatives and permitted assigns collectively referred to as "CONTRACTOR" and each one of them as a CONTRACTOR Party, and all of the obligations of the CONTRACTOR contained in the Contract shall be liable individually and jointly by a CONTRACTOR Party.
MOGE and CONTRACTOR are collectively referred to as the "Parties" and individually as a "Party".

WITNESSETH

WHEREAS, The Republic of the Union of Myanmar is the sole owner of all natural resources within her territory and offshore areas and has the right to develop, extract, exploit and utilize the natural resources in the interest of the people of all the national groups; and

WHEREAS, MOGE is an enterprise formed by the Government of the Republic of the Union of Myanmar and is concerned with exploration and production of "Petroleum" (as hereinafter defined) within the territory of the Republic of the Union of Myanmar both onshore and offshore areas; and

WHEREAS, MOGE has the exclusive right to carry out all operations in the Republic of the Union of Myanmar and throughout the area described in Annexure "A" and outlined on the map which is Annexure "B", both attached hereto and made a part hereof, which area is hereinafter referred to as the "Contract Area"; and

WHEREAS, CONTRACTOR is of sound financial standing and possesses technical competency and professional skill for carrying out exploration and development works and other "Petroleum Operations" (as hereinafter defined in accordance with the good international petroleum industry practices); and

WHEREAS, each Party has the right, power and authority to enter into this Contract; and

WHEREAS, MOGE and CONTRACTOR mutually desire to enter into this Contract which is Production Sharing Contract in relation to the "Contract Area" as hereinafter defined;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter set out, it is agreed as follows:

SECTION 1

DEFINITIONS

In this Contract, words in the singular include the plural and vice versa, and except where the context otherwise requires the following terms shall have the meaning set out as follows:

1.1 "Accounting Procedure" means the procedures and reporting requirements set forth in Annexure "C".

1.2 "Affiliate" means any company, any party or other legal entity:
a) in which CONTRACTOR holds directly or indirectly at least fifty percent (50%) of the shares entitled to vote, or
b) which holds directly or indirectly at least fifty percent (50%) of Contractor's shares entitled to vote, or
c) in which at least fifty percent (50%) of the shares entitled to vote are owned directly or indirectly by a company, party or legal entity, which owns directly or indirectly at least fifty percent (50%) of the shares of CONTRACTOR entitled to vote.

1.3 "Appraisal Period" means the period which CONTRACTOR deems necessary to determine whether a Discovery is a Commercial Discovery.

1.4 "Appraisal Work Program" means a programme submitted by CONTRACTOR pursuant to Section 7.2, under which CONTRACTOR will evaluate and delineate a Discovery, including the estimated list of equipments, vehicles, machineries, materials, accessories, etc… that would be used for appraisal works under this Contract.

1.5 "Associated Gas" means Natural Gas found in association with Crude Oil if such Crude Oil can by itself be commercially produced.

1.6 "Average Daily Gross Production Rate" means the total barrels of Crude Oil produced in each calendar month divided by the days in the said month.

1.7 "Barrel" means a quantity or unit of forty-two (42) US gallons liquid measure at or corrected to a temperature of sixty degrees (60) Fahrenheit with normal atmospheric pressure at sea level.

1.8 "Budget" means an estimate of income and expenditures formulated in relation to a Work Programme.

1.9 "Calendar Year" means a period of twelve (12) consecutive months commencing with January 1st and ending with December 31st next following, according to the Gregorian calendar.

1.10 "Commencement of Commercial Production" means, in relation to each Development and Production Area, the date on which regular and continuous shipments of Crude Oil (excluding test production) commence or the date on which regular and continuous sales of Natural Gas commence or any combination of these commence from the Contract Area (excluding production for testing purposes).

1.11 "Commencement of the Operation Date" means the date of approval of the Myanmar Investment Commission on Environmental Impact Assessment (EIA), Social Impact Assessment (SIA) and Environmental Management Plan (EMP) and such date will be informed by MOGE to CONTRACTOR.

1.12 "Commercial Discovery" means the Discovery in the Contract Area of an accumulation or accumulations of Petroleum which CONTRACTOR, after conducting appraisal operations to assess the quantity and quality of the Petroleum present, the place and the depth of its location, the required potential expenditure, prices prevailing in the world market and other relevant technical and economic factors, decides it is commercial to develop and produce.

1.13 "Contract" means this Production Sharing Contract, together with the Annexures attached hereto.

1.14 "Contract Area" means:

a) on the Effective Date the onshore area described in Annexure "A" and shown on the map in Annexure "B" and
b) thereafter, the whole or any part of such onshore area in respect of which at any particular time, CONTRACTOR continues to have rights and obligations under this Contract.

1.15 "Contract Year" means a period of time (normally of three hundred and sixty-five (365) consecutive days) commencing with the Commencement of the Operation Date.

1.16 "Cost Petroleum" means Petroleum out of which Contractor may recover the costs and expenses of the Petroleum Operations pursuant to Section 9.4.

1.17 "Crude Oil" means crude mineral oil, asphalt, ozokerite, casing head petroleum spirit, and all kinds of hydrocarbons and bitumens whether in solid, liquid or mixed forms, including condensate and other substances extracted or separated from Natural Gas.

1.18 "Cubic Foot of Natural Gas" means a quantity or unit of vapor saturated Natural Gas contained in one (1) cubic foot of space at a temperature of sixty degrees (60) Fahrenheit and pressure of 14.735 psia (30 inches Hg.)

1.19 "Delivery Point" means (a) the agreed point of delivery within the relevant Development and Production Area for royalty Petroleum delivered to MOGE pursuant to Section 10.1 and Crude Oil and Natural Gas made available for the Myanmar domestic market pursuant to Section 14.1 and Section 14.3, (b) the point to be

determined in accordance with Section 13.3 for Natural Gas, and (c) the point of export, Myanmar, for Petroleum made available for export sale, as the case may be.

1.20 "Development and Production Area" means the area or areas established by CONTRACTOR in accordance with Section 8.3 at any time prior to the expiration of the Exploration Period by notifying MOGE in writing that CONTRACTOR has made a Commercial Discovery and furnishing a map describing an area comprised of all or a portion of the Discovery Area believed by CONTRACTOR to contain the Commercial Discovery. Once designated, a Development and Production Area shall extend to all depths within its lateral boundaries.

1.21 "Development and Production Operations" means, all operations and related administrative and other activities, within or outside the Contract Area, which are carried out following approval of a Development Plan for a Development and Production Area in connection with the extraction, separation, processing, gathering, transportation, storage, treatment and disposition of Petroleum from such Development and Production Area.

1.22 "Development and Production Period" means, in relation to each Development and Production Area, the period specified in Section 3.5.

1.23 "Development Plan" means a plan for development of a Commercial Discovery prepared by CONTRACTOR and approved in accordance with Section 8.5 and Section 8.6, including any amendments thereto.

1.24 "Discovery" means a discovery of an accumulation or accumulations of Petroleum which in the opinion of CONTRACTOR may be capable of being produced in commercial quantities.

1.25 "Discovery Area" means an area or areas which CONTRACTOR may establish at any time prior to the expiration of the Exploration Period by notifying MOGE in writing that CONTRACTOR has made a Discovery and furnishing MOGE a map showing an outline of the boundaries of an area comprised of a portion of the Contract Area believed by CONTRACTOR to contain the Discovery. Once designated, a Discovery Area shall extend to all depths within its lateral boundaries, except as may be limited by Section 8.

1.26 "Drawback Basis" means all rented or leased assets which are imported into Myanmar, by CONTRACTOR or its Subcontractors, with the approval of MOGE, for Petroleum Operations under the PSC's, at the time of completion, which are to be exported out of Myanmar. Assets imported on Drawback Basis are those which are not Foreign Direct Investment and / or Myanmar Citizens Investment.

1.27 "Effective Date" means the date of signing of this Contract by the Parties.

1.28 "Exploration Operations" means operations which are conducted under this Contract

during the Exploration Period for or in connection with the exploration for Petroleum including, without limitation, geological, geophysical and other technical surveys and studies, the review, processing and analysis of data, the drilling of exploratory and appraisal wells, operations and activities carried out to determine whether a Discovery constitutes a Commercial Discovery, associated planning, design, administrative, engineering, construction and maintenance operations, and all other related operations and activities referred to in Annexure "C" or otherwise contemplated under the provisions of this Contract.

1.29 "Exploration Period" means the period specified in Section 3.3, including any extensions to the Exploration Period granted under the terms of this Contract.

1.30 "Extension Period" means the period following the Exploration Period during which CONTRACTOR shall be entitled to continue exploration activities.

1.31 "Field" means an underground accumulation of Petroleum or two (2) or more such accumulations overlying one another in connected or separate horizons or reservoirs, related to one single or several combined geological traps, and which must be considered as a unit for the purpose of its rational exploration.

1.32 "Financial Year" means the Financial Year of the Government of the Republic of the Union of Myanmar and extending for a period of twelve (12) months commencing with 1st April and ending with 31st March next following.

1.33 "Foreign Exchange" means currency other than that of the Republic of the Union of Myanmar but acceptable to the Republic of the Union of Myanmar.

1.34 "Government" means the Government of the Republic of the Union of Myanmar.

1.35 "Investment Basis" means all assets which are imported into Myanmar by CONTRACTOR as an investment in accordance with the stipulations of the PSC's for Petroleum Operations hereunder. Assets imported on Investment Basis are those which are allowed to make Foreign Direct Investment and / or Myanmar Citizens Investment.

1.36 "Natural Gas" means all gaseous hydrocarbons produced from wells including wet mineral gas, dry mineral gas, casing head gas and residue gas remaining after the extraction or separation of liquid hydrocarbons from wet gas.

1.37 "Net Profit" means the amount of the proceeds of the sale or transfer of the shares in the company formed under Section 5.1, less Petroleum Costs, which are not recovered by Cost Recovery under Article 2 in Annexure "C" until the time of transaction, Bonuses under Section 11, and Income Tax under Section 9.11.

1.38 "Petroleum Costs" mean all of the costs and expenditures borne and incurred by CONTRACTOR in or in connection with the conduct of Petroleum Operations pursuant to this Contract, determined and accounted for in accordance with Annexure "C".

1.39 "Petroleum" means and includes both Crude Oil and Natural Gas, as well as any other hydrocarbon produced in association therewith.

1.40 "Petroleum Operations" mean all operations under this Contract, including, without limitation, Exploration Operations, Development and Production Operations, all associated planning, design, administrative, engineering, construction and maintenance operations, and any other operations and activities, otherwise contemplated under the provisions of this Contract.

1.41 "Preparation Period" means a period of six (6) months starting from signing date of this Contract during which Environmental Impact Assessment (EIA), Social Impact Assessment (SIA) and Environmental Management Plan (EMP) shall be conducted by the CONTRACTOR in respect of the Contract Area.

1.42 "Quarter" means a period of three (3) months starting with the first day of January, April, July or October of each Calendar Year.

1.43 "US Dollar" or "US$" means the lawful currency of the United States of America.

1.44 "Value Added Petroleum Downstream Products" means derivatives produced from, including but not limited to, Liquefied Petroleum Gas (LPG), Liquefied Natural Gas (LNG), Methanol and any other products utilizing Natural Gas and/or Crude Oil as feedstock.

1.45 "Work Programme" means a program mutually agreed by MOGE and CONTRACTOR itemizing the Petroleum Operations to be conducted within or with respect to the Contract Area, Discovery Area or Production Area and the time schedule thereof, including the estimated list of the equipments, vehicles, machineries, materials, accessories, etc... that would be used in the Petroleum Operations under this Contract.

1.46 "Foreign Investment Law" means the Foreign Investment Law of the Republic of the Union of Myanmar (the Pyi Htaung Su Hlut Taw Law No. 21/2012 dated 2nd November 2012) and related rules and notification.

SECTION 2

SCOPE

2.1 This Contract is a Production Sharing Contract. In accordance with the provisions herein contained, MOGE shall have and be responsible for the management of the Petroleum Operations contemplated hereunder.

2.2 CONTRACTOR shall be responsible to MOGE for the execution of Petroleum Operations in accordance with the provisions of this Contract, and is hereby appointed and constituted the exclusive company to conduct Petroleum Operations in the Contract Area. CONTRACTOR shall provide all the financial and technical assistance required for the Petroleum Operations. CONTRACTOR shall carry thc risk of Pctroleum Costs required in carrying out the Petroleum Operations and shall therefore have an economic interest in the development of the Petroleum deposits in the Contract Area. Such costs shall be included in Petroleum Costs recoverable as provided in Section 9.4. The interest expenses incurred by the CONTRACTOR to finance its Exploration Operations hereunder shall not be cost recoverable from Cost Petroleum.

2.3 During the term of this Contract the total production achieved in the conduct of such Petroleum Operations in each Quarter shall be divided in accordance with the provisions of Section 9.

2.4 To assist CONTRACTOR in performing work hereunder, MOGE shall as soon as practicable supply to CONTRACTOR all data and information relating to the Contract Area in MOGE's possession or under the control of MOGE.

2.5 CONTRACTOR shall send back to MOGE all original data and information relating to Section 2.4 above and also in digitize format no later than six (6) months after receipt of such data and information by CONTRACTOR.

2.6 CONTRACTOR shall within thirty (30) days after the Commencement of the Operation Date, make payment to MOGE the sum specified in Section 11.1 as Signature Bonus.

2.7 Signature Bonus paid in accordance with Section 2.6, shall not be recoverable from Cost Petroleum under Section 9.

SECTION 3

TERM

3.1 Unless sooner terminated in accordance with the terms hereof, this Contract shall be effective from the Effective Date and remain in effect during the Preparation Period, the Exploration Period and any Development and Production Period(s).

3.2 The **Preparation Period** shall begin on the Effective Date and shall continue for a period of six (6) months and may be extended to a certain period by sole discretion of MOGE based on issuance of Myanmar Investment Commission's approval on Environmental Impact Assessment (EIA), Social Impact Assessment (SIA) and Environmental Management Plan (EMP) reports.

3.3 The **Exploration Period** shall begin on the Commencement of the Operation Date and shall continue for three (3) consecutive years ("Initial Exploration Period"). If CONTRACTOR after fully disclosing the results of the Initial Exploration Period to MOGE, decides not to pursue with any further Exploration Operations in the Contract Area, CONTRACTOR shall have the option to terminate this Contract by way of written notice to MOGE, given not later than thirty (30) days before the end of the Initial Exploration Period. Thereafter CONTRACTOR shall relinquish its rights and be relieved of any or all further obligations pursuant to this Contract from the effectiveness of the termination notice.

In the absence of such termination notice, CONTRACTOR may extend, at its sole discretion, the Exploration Period for additional three (3) consecutive years, two (2) years as the ("First Extension Period") and another one (1) year as the ("Second Extension Period"), provided that, it shall have fulfilled its obligations hereunder for the then current period.

If CONTRACTOR after fully disclosing the results of the First Extension Period to MOGE, decides not to pursue with any further Exploration Operations in the Contract Area, CONTRACTOR shall have the option to terminate this Contract by way of written notice to MOGE, given not later than thirty (30) days before the end of the First Extension Period. Thereafter CONTRACTOR shall relinquish its rights and be relieved of any or all further obligations pursuant to this Contract from the effectiveness of the termination notice.

In the absence of such termination notice, CONTRACTOR may extend, at its sole discretion, the Exploration Period for additional one (1) year ("Second Extension Period"), provided that, it shall have fulfilled its obligations hereunder for the then current period.

3.4 If seismic or drilling operations (including testing) are in progress at the end of the Initial Exploration Period or any extension of the Exploration Period, the current period shall be automatically extended until sixty (60) days after completion of such

operations. If CONTRACTOR shall have made a Discovery during the Initial Exploration Period or any extension of the Exploration Period, the current period shall be automatically extended as to the Discovery Area designated pursuant to Section 7 for such additional period as shall be sufficient for CONTRACTOR in accordance with the terms of this Contract to appraise the Discovery, declare a Commercial Discovery, and designate a Development and Production Area.

3.5 A **Development and Production Period** shall commence with respect to each Development and Production Area on the date that CONTRACTOR gives notice of Commercial Discovery relating to such Development and Production Area and shall continue until the expiration of twenty (20) years from the date of completion of development in accordance with the Development Plan for such Development and Production Area or the expiration of the sale(s) contract(s) relating to the sale and purchase of Petroleum proceed hereunder whichever is longer.

3.6 Without limiting the rights of the Parties under Section 17, in the event that the parties agree that CONTRACTOR is prevented or impeded from carrying on Petroleum Operations or from gaining access to the Contract Area for reasons relating to the protection of personnel, sub-contractors, property, or the environment, CONTRACTOR's obligations hereunder shall be suspended from the time of the commencement of such impairment until the impairment has been alleviated. As soon as practicable thereafter, the Parties shall meet and agree upon a period of time which shall be added to the Exploration Period and/or any Development and Production Period, which period of time shall be equivalent to the amount of time necessary to restore Petroleum Operations to the status which they occupied at the time of the impairment.

If the impairment of Petroleum Operations described above should continue for a period of time exceeding two (2) years, CONTRACTOR shall have the right to elect to terminate this Contract and CONTRACTOR shall be discharged from all further obligations under this Contract, specifically, including the obligation to pay any deficiency under Section 5.5 below.

SECTION 4

RELINQUISHMENTS

4.1 Not later than at the end of the Exploration Period, all of the Contract Area other than Discovery Areas and Development and Production Areas shall be relinquished.

4.2 CONTRACTOR may at any time relinquish voluntarily its rights hereunder to conduct Petroleum Operations in all or any part of the Contract Area.

4.3 No relinquishment shall relieve CONTRACTOR from accrued but unfulfilled minimum expenditure commitment under Section 5 of this Contract except as further defined in Section 5.10. In the event CONTRACTOR desires to relinquish its rights hereunder to conduct Petroleum Operations in all of the Contract Area without having fulfilled its accrued minimum expenditure commitment, CONTRACTOR shall pay MOGE on or before the date of such total relinquishment an amount equal to the difference between the amount spent and such minimum expenditure commitment.

4.4 At least thirty (30) days in advance of the date of the relinquishment under Section 4.1 and Section 4.2, CONTRACTOR shall notify MOGE of the portions of the Contract Area to be relinquished. In connection with any relinquishment of less than all of the Contract Area, the CONTRACTOR and MOGE shall consult with each other in order to ensure that each individual portion of the Contract Area relinquished shall, so far as reasonably possible, be of sufficient size and shape to enable Petroleum Operations to be conducted thereon.

SECTION 5

MINIMUM EXPENDITURE COMMITMENT

5.1 Subject to the provisions hereof, CONTRACTOR shall promptly commence Petroleum Operations in the Exploration Period after adoption of the initial Work Programme and Budget pursuant to Section 6.2 and the issuance of all permits, clearances and licenses necessary for the commencement of field operations. As soon as possible following the Effective Date of this Contract, CONTRACTOR shall file such documents as shall be required to effect registration as a foreign corporation authorized to do business in Myanmar.

5.2 During the three (3) years Initial Exploration Period, CONTRACTOR shall spend a total of not less than US Dollars Eighteen Million and Five Hundred thousand (US$ 18,500,000) to conduct G& G Study and Seismic Acquisition and Interpretation (API) during Year 1 of the Initial Exploration Period, to conduct Drill Minimum one (1) well during Year 2 of the Initial Exploration Period, to conduct Post-well evaluation & to drill one (1) well in the Contract Area during Year 3 of the Initial Exploration Period and shall completely perform, unless otherwise agreed, the type of work as specified in Section 6.7 relating to Initial Exploration Period.

5.3 If CONTRACTOR elects to enter the two (2) years First Extension Period, CONTRACTOR shall spend a total of not less than US Dollars Seven Million and Two Hundred and Fifty Thousand (US$ 7,250,000) to conduct Prospect evaluation and to drill one (1) well in the Contract Area and shall completely perform, unless otherwise agreed, the type of work as specified in Section 6.7 relating to the First Extension Period.

5.4 If CONTRACTOR elects to enter the one (1) year Second Extension Period, CONTRACTOR shall spend an additional amount of not less than US Dollars Six Million Eight Hundred Thousand (US$ 6,800,000) to conduct drilling of one (1) appraisal well in the Contract Area, and shall completely perform, unless otherwise agreed, the type of work as specified in Section 6.7 relating to the Second Extension Period.

5.5 Subject to the provisions of Section 5.10 below, if CONTRACTOR fails to fulfill the minimum expenditure commitment described herein for Exploration Operations during the Initial Exploration Period or First Extension Period or Second Extension Period, CONTRACTOR shall fulfill its obligation by paying the amount of deficiency to MOGE in cash at the end of the applicable period.

5.6 **Guarantees**

5.6.1 On the Effective Date , CONTRACTOR shall provide, in the forms shown in Annexure "D" a Parent Company Guarantee as well as within thirty (30) days after Commencement of the Operation Date, CONTRACTOR shall provide a Performance Bank Guarantee issued by corresponding bank of Myanma Foreign Trade Bank, in respect of the minimum expenditure commitment of CONTRACTOR under Sections 5.2. If CONTRACTOR enters into any extension of the Exploration Period, it shall, subject to Section 5.8, provide similar Guarantees in respect of the minimum expenditure commitment of the relevant periods.

5.6.2 The CONTRACTOR shall furnish the Performance Bank Guarantee to MOGE in the amount equal to ten (10) percent of the aggregate value of its minimum expenditure commitment of Initial Exploration Period under Section 5.2 and in the event of entering into any extension of Exploration Period, similar percentage of Performance Bank Guarantee for the respective extension shall be applicable; provided that such Performance Bank Guarantee shall be provided within thirty (30) days after entering into such extension.

The Proceeds of Performance Bank Guarantee shall be payable to MOGE as compensation for any failure of CONTRACTOR's minimum work commitment under this Section 5.

Subject to the above clauses under Section 5.6.2, the Performance Bank Guarantee will be discharged by MOGE and return to CONTRACTOR not later than twenty (20) days following the date of completion of the respective period.

5.7 CONTRACTOR shall pay to MOGE at the end of the Initial Exploration Period, First Extension Period and Second Extension Period, any deficiency, between actual amounts expended and accrued minimum expenditure commitment specified in Sections 5.2 through 5.4, except as may be agreed to by MOGE as set out further in Sections 5.8 through 5.9.

5.8 In the event the CONTRACTOR fails to spend the minimum amount specified in Sections 5.2 during the Initial Exploration Period and/or as specified in Section 5.3 during the First Extension Period, but desires to enter into succeeding extension period(s) and has carried out Petroleum Operation with diligence, MOGE may permit CONTRACTOR to make up any deficiency during the succeeding extension periods(s) of the Exploration Period.

5.9 If CONTRACTOR spends more than its minimum expenditure commitment for the Initial Exploration Period and/or First Extension Period, the excess shall be credited toward CONTRACTOR's minimum expenditure obligation for the succeeding extension period(s) of the Exploration Period.

5.10 Notwithstanding the provisions of Sections 5.5 through 5.9, should CONTRACTOR complete the approved Work Programme in the Initial Exploration Period, First Extension Period or the Second Extension Period for an amount less than the approved Budget for that period, as set forth in Section 6 below, then CONTRACTOR shall not be required to pay MOGE the difference between the actual amount and the agreed amount as set forth in Sections 5.2 through 5.4 above and Section 6.7 below.

SECTION 6

WORK PROGRAMMES AND EXPENDITURES

6.1 Unless otherwise provided herein, CONTRACTOR shall conduct Petroleum Operations in accordance with approved Work Programmes and Budgets and shall commence Petroleum Operations hereunder not later than ninety (90) days following the Commencement of the Operation Date.

6.2 Within sixty (60) days after the Commencement of the Operation Date, as specified in Section 1.11, CONTRACTOR shall prepare and submit to MOGE for approval a Work Programme setting forth the Petroleum Operations, which CONTRACTOR proposes to conduct during the first Contract Year and a Budget with respect thereto.

6.3 At least ninety (90) days before the end of the first Contract Year and every Contract Year thereafter, CONTRACTOR shall prepare and submit to MOGE for approval a proposed Work Programme and Budget for the next succeeding Contract Year.

6.4 Should MOGE wish to propose a revision as to certain specific features of the said Work Programme and Budget, it shall within thirty (30) days after receipt thereof so notify CONTRACTOR specifying in reasonable details its reasons thereof. Promptly thereafter, the parties will meet and endeavor to agree on the revision proposed by MOGE. In any event, any portion of the Work Programme as to which MOGE has not proposed a revision shall in so far as possible be carried out as prescribed therein.

6.5 It is recognized by the parties that the details of a Work Programme may require changes in the light of existing circumstances and as such the CONTRACTOR with the approval of MOGE may make such changes provided they do not change the general objective of the Work Programme.

6.6 MOGE agrees that the approval of a proposed Work Programme and Budget will not be unreasonably withheld.

6.7 The tentative Work Programme and Budget estimated for each Contract Year of the Exploration Period shall be set forth by the CONTRACTOR as follows, subject to provisions of Section 5: -

Contract Year	Expenditure	Work Programme
Initial Exploration Period - Year 1	US$ 4,000.000	G&G study and Seismic Acquisition, Processing, Interpretation (API)
Year 2	US$ 6,800,000	drill minimum 1 (one) well
Year 3	US$ 7,700,000	post- well evaluation & to drill 1 (one) well

First Extension Period - Year 4	US$ 450,000	prospect evaluation
Year 5	US$ 6,800,000	To drill 1 (one) well
Second Extension Period - Year 6	US$ 6,800,000	To drill one (1) appraisal well
TOTAL	**US$ 32,550,000**	

6.8 It is recognized that in the event of emergency or extraordinary circumstances requiring immediate action, each of MOGE and CONTRACTOR may take all immediate actions it deems proper or advisable to protect its interests and those of their respective employees and subcontractor(s) and its personnel and any cost so incurred shall be included in Petroleum Costs.

SECTION 7

DISCOVERY AND APPRAISAL

7.1 The CONTRACTOR shall notify MOGE not later than thirty (30) days after any significant Discovery of Petroleum within the Contract Area. This notice shall summarize all available details of the Discovery and particulars of any testing programme to be undertaken and a map showing an outline of the boundaries of an area comprised of the portion of the Contract Area believed by CONTRACTOR to contain the Discovery.

7.2 If the CONTRACTOR considers that a Discovery merits appraisal, the CONTRACTOR shall submit to MOGE as soon as is practicable after completion of the exploration well in question, a detailed Appraisal Work Programme and Budget to evaluate whether the Discovery is a Commercial Discovery.

7.3 If MOGE considers that an appraisal is merited, according to generally accepted international petroleum industry practice, MOGE may demand the CONTRACTOR that such appraisal be undertaken forthwith, provided that the CONTRACTOR may give reasons also according to generally accepted international petroleum industry practice, why the said appraisal should be deferred and the period of such deferment.

7.4 The Work Programme submitted by the CONTRACTOR to MOGE under Section 7.2, shall describe the Discovery Area, and the location, nature and estimated size of the Discovery, and a designation of the area to be included in the evaluation. The Appraisal Work Programme shall also include a plan of all drilling, testing and evaluation to be conducted in the Discovery Area and all technical and economic studies related to recovery, treatment and transportation of Petroleum from the Discovery Area.

7.5 If MOGE requests any changes to the Appraisal Work Programme and Budget for any Discovery Area, then MOGE shall so notify the CONTRACTOR in writing within fifteen (15) days of receipt thereof and the CONTRACTOR and MOGE shall meet within fifteen (15) days after receipt by the CONTRACTOR of MOGE's written notification as to these requested changes to endeavor to agree on a revised Appraisal Work Programme and Budget. The Work Programme and Budget approved and adopted shall be CONTRACTOR's proposal as modified by agreed changes adopted thirty (30) days after receipt by the CONTRACTOR of MOGE's written notification of requested changes.

7.6 After adoption of the Appraisal Work Programme and Budget, the CONTRACTOR shall diligently continue to evaluate the Discovery in accordance with such programme without undue interruptions.

7.7 Within ninety (90) days after the evaluation is completed, pursuant to Section 7.6 the CONTRACTOR shall notify and report to MOGE whether the Discovery Area contains

a Commercial Discovery. Such report shall include all relevant technical and economic data relating thereto.

7.8 For the purposes of this Section, the CONTRACTOR shall make a determination as to whether a Discovery is a Commercial Discovery on the basis of whether that Discovery can be produced commercially after consideration of all pertinent operating and financial data collected during the performance of the Appraisal Work Programme and otherwise, including but not limited to Crude Oil and/or Natural Gas recoverable reserves, sustainable production levels and other relevant technical and economic factors, market availability, the basic Natural Gas pricing principles prevailing internationally, taking in consideration such factors as market, quality and quantity of the Natural Gas according to generally accepted international petroleum industry practice, the applicable laws of the Republic of the Union of Myanmar and the provisions of this Contract.

SECTION 8

DEVELOPMENT AND PRODUCTION

8.1 If the CONTRACTOR reports that a Discovery is a Commercial Discovery under Section 7.7 a Development Plan shall be prepared by the CONTRACTOR and submitted to the MOGE as soon as is practicable after the completion of the Appraisal Work Programme.

8.2 The Development Plan shall be prepared on the basis of sound engineering and economic principles in accordance with generally accepted international petroleum industry practice, shall be designed to ensure that the Petroleum deposits do not suffer an excessive rate of decline of production or an excessive loss of reservoir pressure and shall adopt the optimum economic well spacing appropriate for the development of those Petroleum deposits.

8.3 The Development Plan shall contain:

a) Details and the extent of the proposed Development and Production Area relating to the Commercial Discovery, which area shall correspond to the geographical extension of the Commercial Discovery plus a reasonable margin, and shall be designated as the Development and Production Area for the Commercial Discovery concerned. Once designated, a Development and Production Area shall extend to all depths within lateral boundaries;

b) Proposals relating to the spacing, drilling and completion of wells, the production and storage installations, and the transportation and delivery facilities required for the production, storage and transportation of Petroleum within and outside of the Contract Area.

c) Proposals relating to necessary infrastructure investments, and employment policy, employment of Myanmar nationals, and use of Myanmar materials, products and services in accordance with Section 17 herein;

d) A production forecast and an estimate of the investment and expenses involved; and

e) An estimate of the time required to complete each phase of the Development Plan.

8.4 MOGE may require the CONTRACTOR to provide within thirty (30) days of receipt of the Development Plan such further information as is readily available and as MOGE may reasonably need to evaluate the Development Plan for any Development and Production Area.

8.5 If MOGE does not request in writing any changes to the Development Plan within ninety (90) days after receipt thereof, the plan shall be deemed approved and adopted by MOGE.

8.6 If MOGE requests any changes to the Development Plan, then the CONTRACTOR and MOGE shall meet within fifteen (15) days of receipt by CONTRACTOR of MOGE's written notification as to these requested changes to agree on changes to the Development Plan. Revision to the Development Plan, agreed within a further period of ninety (90) days shall be incorporated in a revised plan which shall then be deemed approved and adopted.

8.7 After the Development Plan has been adopted the CONTRACTOR shall submit to MOGE for discussion ninety (90) days before the end of each subsequent Financial Year a detailed statement of the Development Work Programme and Budget for such subsequent Financial Year; for the first full Financial Year and the portion of the year preceding the first full Financial Year a detailed statement of the Development Work Programme and Budget therefor shall be submitted within ninety (90) days after the date of adoption of the Development Plan under Section 8.5. Each such annual detailed statement of the Development Work Programme and Budget therefor shall be consistent with the Development Plan adopted under Section 8.5 or as revised pursuant to Section 8.6 and 8.8.

8.8 The CONTRACTOR may at any time submit to MOGE revisions to any Development Plan or Development Work Programme and Budget. These revisions shall be consistent with the provisions of Section 8.2 and shall be subject to the approval procedure set forth in Section 8.5 and Section 8.6.

8.9 The CONTRACTOR shall commence Development and Production Operations not later than three (3) months after the date of adoption of the Development Plan under Section 8.5 and Section 8.6.

8.10 Where MOGE and the CONTRACTOR agree that a mutual economic benefit can be achieved by constructing and operating common facilities (including, but not limited to, roads, pipelines and other transportation, communication and storage facilities and value added downstream plants), the CONTRACTOR shall use its reasonable efforts to reach agreement with other producers and MOGE on the construction and operation of such common facilities, investment recovery and charges to be paid.

8.11 If, subsequent to the designation of a Development and Production Area, the extent of the area encompassing the Commercial Discovery or another such area over or underlying it is reasonably expected to be greater than the designation in the Development Plan under Section 8.3 the Development Area shall be enlarged accordingly, provided that the area covered shall be entirely within the original Contract Area or, otherwise, not being then awarded to any person other than MOGE.

SECTION 9

COST RECOVERY AND PROFIT ALLOCATION

9.1 CONTRACTOR shall provide all funds required to conduct Petroleum Operations under this Contract and may recover its costs and expenses only out of Cost Petroleum in the manner and to the extent permitted under Section 9.4. CONTRACTOR shall have the right to use free of charge Petroleum produced from the Contract Area to the extent it considers necessary for Petroleum Operations under this Contract.

9.2 Petroleum produced and saved and not used in Petroleum Operations (hereinafter referred to as "Available Petroleum" or " Available Crude Oil" or "Available Natural Gas" as may be applicable) shall be measured at the Delivery Point and allocated as set forth in this Section.

9.3 CONTRACTOR may take such portion of Available Petroleum from the Contract Area as is necessary to discharge CONTRACTOR's obligation to pay the royalty specified in Section 10.

9.4 CONTRACTOR shall recover all costs and expenses in accordance with Annexure "C" in respect of all Petroleum Operations hereunder to the extent of and out of a maximum of fifty percent (50%) of all Available Petroleum from the Contract Area; provided, however, that the costs and expenses of Development and Production Operations in respect of any Development and Production Area shall be recovered only from Available Petroleum produced from such Development and Production Area. Such Petroleum to which CONTRACTOR is entitled for the purpose of recovering its costs and expenses is hereinafter referred to as "Cost Petroleum".

9.5 To the extent that costs or expenses recoverable under Section 9.4 exceed the value of all Cost Petroleum from the Contract Area, the excess shall be carried forward for recovery in the next succeeding accounting period and in each succeeding accounting period thereafter until fully recovered, but in no case after termination of this Contract.

9.6 The Petroleum Valuation provisions of Section 12 shall be used for determining the value and quantity of Cost Petroleum to which CONTRACTOR is entitled hereunder during an accounting period.

9.7 With respect to each Development and Production Area, Available Petroleum not taken for purposes of payment of royalty under Section 10 nor taken as Cost Petroleum in an accounting period, as described in Section 9.4 and 9.5, shall be "Profit Petroleum" and allocated between MOGE and CONTRACTOR according to the following incremental scale, based on average daily production, in an accounting period, from the relevant Development and Production Area:

a) Crude Oil

Production Rate in Barrels per Day	MOGE Share (%)	CONTRACTOR Share (%)
0-10,000	60	40
10,001-20,000	65	35
20,001-50,000	70	30
50,001-100,000	80	20
100,001-150,000	85	15
>150,000	90	10

b) Natural Gas

Production Rate in Million Cubic Feet per Day	MOGE Share (%)	CONTRACTOR Share (%)
Up to 60	60	40
61-120	65	35
121-300	70	30
301-600	80	20
601-900	85	15
>900	90	10

9.8 (a) Subject to its obligations under Section 14, CONTRACTOR shall receive for each accounting period at the Delivery Point and may separately dispose of Crude Oil to which it is entitled pursuant to Section 9.4 plus its share of the balance of Petroleum as stipulated in Section 9.7. Title and risk of loss shall pass to the buyer/receiver at such Delivery Point.

(b) Natural Gas will be disposed of pursuant to CONTRACTOR's obligations under Section 14 and provision of Section 13.

9.9 CONTRACTOR shall conduct a review of production programme prior to the Commencement of Commercial Production from any Development and Production Area and shall establish production at the maximum efficient rate needed to achieve the maximum ultimate economic recovery of Petroleum from that Development and Production Area in accordance with generally accepted standards of the international petroleum industry.

9.10 At least one hundred and eighty (180) days prior to Commencement of Commercial Production from a Development and Production Area, MOGE and CONTRACTOR shall agree on a procedure for lifting of their respective entitlement of Crude Oil, such procedure to contain reasonable provisions for underlift and overlift and for each Party to have the right to accumulate and lift economic sized cargoes.

9.11 The provision regarding payment of Income Tax imposed upon CONTRACTOR under the applicable provisions of the Income Tax Laws of the Republic of the Union of Myanmar shall be applied as follows:

(a) CONTRACTOR shall be subject to the Myanmar Income Tax Law and shall comply with requirements of the Myanmar Income Tax Law in particular with respect to filing of returns, assessment of tax, keeping and showing of books and records.

(b) CONTRACTOR's annual taxable income for Myanmar Income Tax purposes shall be an amount equal to the CONTRACTOR's net income attributable to the Profit Petroleum allocated to the CONTRACTOR pursuant to Section 9.7 as adjusted for all other expenditures that may not be cost recoverable, but that are by reason of being normal business expenditures, deductible under the Income Tax Laws of the Republic of the Union of Myanmar.

(c) The CONTRACTOR shall pay Myanmar Income Tax on its annual net taxable income in accordance with the provisions of the Income Tax Laws of the Republic of the Union of Myanmar and subject to the entitlement under the provisions of the Foreign Investment Law.

(d) MOGE shall assist the CONTRACTOR to obtain proper official receipts evidencing the payment of CONTRACTOR's Myanmar Income Tax. Such receipts shall be issued by a duly constituted authority for the collection of Myanmar Income Taxes and shall state the amount and other particulars customary for such receipts. Provisional receipts shall be issued within ninety (90) days following the commencement of the next ensuing Financial Year and final receipt shall be issued not later than ninety (90) days after provisional receipts have been issued.

(e) As used herein, Myanmar Income Tax shall be inclusive of all taxes on income payable to the Republic of the Union of Myanmar.

SECTION 10

ROYALTY

10.1 CONTRACTOR shall pay to the Government, a Royalty equal to twelve point five percent (12.5%) of the value of Available Petroleum from the Contract Area, determined in accordance with Section 12, and adjusted by deducting an amount equal to the cost of transportation from the Delivery Point to the usual point of export.

10.2 Royalty shall be paid in whole or in part, in cash or in kind, at the option of the Government. In the absence of such option on the part of the Government, Royalty accruing during an accounting period shall be paid in cash within thirty (30) days after the end of that accounting period. CONTRACTOR shall be given at least one hundred and eighty (180) days prior notice of an option by the Government to take Royalty in kind and such option shall be effective for a minimum period of one (1) year. Unless otherwise agreed by the Government and CONTRACTOR, Petroleum Royalty taken in kind by the Government shall be delivered at the Delivery Point and shall be supplied in regular and even lifting so as not to disrupt CONTRACTOR's lifting schedules.

10.3 Royalty shall not be recoverable from Cost Petroleum.

SECTION 11

BONUSES

11.1 Signature Bonus

CONTRACTOR shall, within thirty (30) days after the Commencement of the Operation Date, pay to MOGE the sum of US Dollar One Million Five Hundred Thousand (US$ 1,500,000) as a Signature Bonus. Such amount shall not be credited to CONTRACTOR's minimum work commitment under Section 5 and shall not be recoverable from Cost Petroleum under Section 9.

11.2 Production Bonuses

11.2.1 **Crude Oil:**

CONTRACTOR shall pay the following "Crude Oil Production Bonuses" to MOGE with respect to each Development and Production Area for Crude Oil productions:

(a) US Dollars Five Hundred Thousand (US$ 500,000) within thirty (30) days of approval of the Development Plan.

(b) US Dollars One Million and Five Hundred Thousand (US$ 1,500,000) within thirty (30) days after the first date when total average daily Crude Oil Production from the Development and Production Area over any consecutive ninety (90) days period reached Ten Thousand (10,000) Barrels per day.

(c) US Dollars Two Million (US$ 2,000,000) within thirty (30) days after the first date when total average daily Crude Oil Production from the Development and Production Area over any consecutive ninety (90) days period reached Twenty Thousand (20,000) Barrels per day.

(d) US Dollars Three Million (US$ 3,000,000) within thirty (30) days after the first date when total average daily Crude Oil Production from the Development and Production Area over any consecutive ninety (90) days period reached Fifty Thousand (50,000) Barrels per day.

(e) US Dollars Four Million (US$ 4,000,000) within thirty (30) days after the first date when total average daily Crude Oil Production from the Development and Production Area over any consecutive ninety (90) days period reached One Hundred Thousand (100,000) Barrels per day.

(f) US Dollars Six Million (US$ 6,000,000) within thirty (30) days after the first date when total average daily Crude Oil Production from the Development and Production Area over any consecutive ninety (90) days period reached One

Hundred and Fifty Thousand (150,000) Barrels per day.

11.2.2 **Natural Gas:**

CONTRACTOR shall pay the following "Natural Gas Production Bonuses" to MOGE with respect to each Development and Production Area for Natural Gas productions:

(a) US Dollars Five Hundred Thousand (US$ 500,000) within thirty (30) days of approval of the Development Plan.

(b) US Dollars One Million and Five Hundred Thousand (US$ 1,500,000) within thirty (30) days after the first date when total average daily Natural Gas Production from the Development and Production Area over any consecutive ninety (90) days period reached Sixty Million Cubic Feet (60,000,000 ft^3) per day.

(c) US Dollars Two Million (US$ 2,000,000) within thirty (30) days after the first date when total average daily Natural Gas Production from the Development and Production Area over any consecutive ninety (90) days period reached One Hundred and Twenty Million Cubic Feet (120,000,000 ft^3) per day.

(d) US Dollars Three Million (US$ 3,000,000) within thirty (30) days after the first date when total average daily Natural Gas Production from the Development and Production Area over any consecutive ninety (90) days period reached Three Hundred Million Cubic Feet (300,000,000 ft^3) per day.

(e) US Dollars Four Million (US$ 4,000,000) within thirty (30) days after the first date when total average daily Natural Gas Production from the Development and Production Area over any consecutive ninety (90) days period reached Six Hundred Million Cubic Feet (600,000,000 ft^3) per day.

(f) US Dollars Six Million (US$ 6,000,000) within thirty (30) days after the first date when total average daily Natural Gas Production from the Development and Production Area over any consecutive ninety (90) days period reached Nine Hundred Million Cubic Feet (900,000,000 ft^3) per day.

11.3 Production Bonuses paid in accordance with this Section 11.2 shall not be recoverable from Cost Petroleum; however, they shall be a tax-deductible expense in the calculation of income tax payable.

SECTION 12

VALUATION OF PETROLEUM

12.1 Terms used in this Section shall have the following meanings:

a) "**Arms Length Sales**" means sales on the international market in freely convertible currencies between willing and unrelated sellers and buyers, excluding sales between Affiliates, sales between governments or government owned entities, sales affected by other commercial relationships between seller and buyer, transactions involving barter, and more generally any transactions motivated by considerations other than the usual commercial incentives.

b) "**Reference Crude**" means crude oil(s) produced in Asia, which is of comparable gravity, and quality to the Crude Oil valued hereunder. The appropriate crude oil comprising Reference Crude shall be selected and agreed by MOGE and CONTRACTOR prior to commencement of Commercial Production from any Development and Production Area.

c) "**Reference Crude Price**" means the average Free on Board ("FOB") point of export spot price for Reference Crude during the relevant time period, as quoted in Platt's Oilgram Price Report or such other publication as MOGE and CONTRACTOR may agree, adjusted as necessary to exclude non-Arms Length Sales and to reflect thirty (30) day payment terms and differences in gravity and quality between the Reference Crude and the Crude Oil being valued hereunder.

d) "**Transportation Cost**" means the transportation cost determined by reference to the Average Freight Rate Assessment ("AFRA") last published by the London Tanker Broker and Association, or such other published Crude Oil Freight Rate as MOGE and CONTRACTOR may agree, applicable to voyages between the points specified, using vessels of appropriate size.

12.2 For the purpose of Section 9 and Section 10 a US Dollar value per Barrel of Crude Oil shall be determined each accounting period. Such value shall be the Fair Market Value determined in accordance with Section 12.3 or Section 12.4 whichever is applicable.

12.3 If at least thirty percent (30%) of all the Crude Oil sales by CONTRACTOR during the relevant accounting period are Arms Length Sales, Fair Market Value for all Crude Oil shall be the price actually received by CONTRACTOR in such sales, adjusted to reflect FOB point of export delivery terms and thirty (30) day payment terms.

12.4 If less than thirty percent (30%) of all the Crude Oil sales by CONTRACTOR during the relevant accounting period are Arms Length Sales, the Fair Market Value shall be the volume-weighted average of:

a) The price actually received by CONTRACTOR during the relevant accounting period in Arms Length Sales, if any, adjusted to reflect FOB point of export delivery terms and thirty (30) day payment terms; and

b) The Reference Crude Price applicable for Crude Oil sold by CONTRACTOR during the relevant accounting period in non-Arms Length Sales, adjusted to a Yangon point of export basis by adding the Transportation Cost of the Reference Crude from its point of export to the market in which Myanmar Crude Oil would normally be sold and subtracting the Transportation Cost from Yangon to the market in which Myanmar Crude Oil would normally be sold.

12.5 Within twenty (20) days following the end of each accounting period, CONTRACTOR shall determine Crude Oil value in accordance with this Section and shall notify MOGE. Unless within twenty (20) days after receipt of such notice MOGE notifies CONTRACTOR that it does not agree with CONTRACTOR's determination and specifies in such notice the basis for such disagreement, the CONTRACTOR's determination shall conclusively be deemed to have been accepted.

12.6 In the event MOGE shall have timely notified CONTRACTOR, within the above-described twenty (20) days period that it disagrees with CONTRACTOR'S determination of Crude Oil value, MOGE and CONTRACTOR shall meet to discuss the CONTRACTOR's determination. Should MOGE and the CONTRACTOR fail to reach agreement on the Crude Oil value within seventy-five (75) days after the end of the accounting period in question, either party may submit the value determination (and the selection of the Crude Oil to comprise Reference Crude if not previously agreed) to an expert in accordance with the provisions of Section 22.

12.7 The allocation of Crude Oil for Section 9, Section 10 and Section 14 shall be based on the value last determined or, in the event of a dispute pursuant to Section 12.6, the average of the value determined by CONTRACTOR and the value proposed by MOGE. When a new value is determined, that value shall be applied retroactively for the accounting period in which the sales used in the determination occurred, and appropriate adjustments shall then be made in the allocations of the parties to reflect the retrospective application of the new Crude Oil value.

12.8 Natural Gas produced and sold during an accounting period shall be valued at the weighted average net price received by MOGE and CONTRACTOR for sales under the Natural Gas sales agreements.

SECTION 13

NATURAL GAS

13.1 Any Natural Gas produced from the Contract Area, to the extent not used in operations hereunder, may be flared if the processing or utilization thereof is not economical. Such flaring shall be permitted to the extent that Natural Gas is not required to effectuate the economic recovery of Petroleum by secondary recovery operations, including reprocessing and recycling.

13.2 Should MOGE and CONTRACTOR consider and choose to undertake the processing of Natural Gas and utilization thereof, of the Natural Gas not required for Petroleum Operations hereunder, it is hereby agreed that all costs for production and delivery up to a point to be agreed with the gas buyer and the proceeds derived therefrom shall be treated on a basis equivalent to that provide for herein concerning the distribution and allocation of Crude Oil. MOGE and CONTRACTOR may enter into further negotiations as may be necessary to cover the financing of processing, liquefaction, handling and transportation of such Natural Gas.

13.3 In the event, however, CONTRACTOR considers that the processing and utilization of Natural Gas is not economical, then MOGE may choose to take and utilize such Natural Gas, free of charge, that would otherwise be flared, all costs of taking and handling to be for the sole account and risk of MOGE.

SECTION 14

DOMESTIC CRUDE OIL AND NATURAL GAS REQUIREMENT

14.1 The CONTRACTOR shall after Commercial Production of Crude Oil commences, fulfill its obligation toward the supply of the Domestic Crude Oil market in Myanmar by making a share of its entitlement available to MOGE. CONTRACTOR's obligatory share of the domestic market obligation will be twenty percent (20%) of the Crude Oil allocated to CONTRACTOR under Section 9.7. The price MOGE will pay CONTRACTOR for such Crude Oil shall be the equivalent of ninety percent (90%) of the value per Barrel of Crude Oil during the accounting period in question as determined in accordance with Section 12 hereof, payable in US Dollars within thirty (30) days after lifting. For any amount of Crude Oil in excess of that limit, required to satisfy CONTRACTOR's Domestic Market Obligation, the price shall be one hundred percent (100%) of the value per barrel of Crude Oil during the accounting period in question as determined in accordance with Section 12 hereof, payable in US Dollars as set out above.

14.2 CONTRACTOR obligations to supply the domestic market under this Section shall not exceed the extent to which the Government of the Republic of the Union of Myanmar shall make available US Dollars, which may be remitted abroad by CONTRACTOR in payment for such domestic market share.

14.3 The provisions of Section 14.1 and 14.2 shall apply, mutatis mutandis, to the production of Natural Gas, provided, however that CONTRACTOR's obligatory share of the domestic market obligation twenty-five percent (25%) of the Natural Gas allocated to CONTRACTOR under Section 9.7.

14.4 Notwithstanding the above,

(a) CONTRACTOR shall give priority to supply discovered Natural Gas and/or Crude Oil to downstream industries established in Myanmar. If downstream industries in Myanmar cannot utilize the discovered Natural Gas and/or Crude Oil, CONTRACTOR can freely dispose of in consultation and on agreement with MOGE.

(b) In the event, CONTRACTOR considers that the Commercial Discovery is economically viable to produce Value Added Petroleum Downstream Products, CONTRACTOR will use its utmost efforts to utilize the Natural Gas and/or Crude Oil in order to produce Value Added Petroleum Downstream Products as soon as possible in consultation and on agreement with MOGE.

(c) In the event, MOGE and CONTRACTOR consider that the Commercial Discovery is not economically viable to produce Value Added Petroleum Downstream Products, CONTRACTOR shall have the right during the term

hereof to freely dispose of and export or sell domestically its share of Natural Gas and/or Crude Oil and retain abroad the proceeds obtained therefrom.

SECTION 15

EMPLOYMENT AND TRAINING

15.1 In conducting Petroleum Operations hereunder, CONTRACTOR shall select its employees and determine the number thereof. CONTRACTOR shall endeavor to employ qualified Myanmar citizens in accordance with the Foreign Investment Law, rules and regulation of the Republic of the Union of Myanmar. In doing so, CONTRACTOR shall submit a staffing plan for the Development and Production Operations at all levels up to the management level. The employment of Myanmar nationals shall be reviewed from time to time by the Management Committee.

15.2 CONTRACTOR shall spend a minimum of US Dollars Twenty Five Thousand (US$25,000) per Contract Year during the Exploration Period of this Contract for one or more of the following purposes:

a) the purchase for MOGE of advanced technical literature, data and scientific instruments;

b) to train MOGE personnel and to send qualified MOGE personnel to selected accredited universities;

c) to send selected MOGE personnel to special courses offered by accredited institutions of higher learning or other recognized organizations in the fields of petroleum science, engineering and management.

15.3 Upon commencement of the Development and Production Period for the first Development and Production Area, CONTRACTOR's minimum expenditure commitment under this Section shall be increased to US Dollars Fifty Thousand (US$50,000) per Contract Year.

15.4 The expenditure of sums for the purposes specified above shall be spent in consultation with MOGE.

15.5 If training expenditures fall short of the minimum training expenditure obligations for a Contract Year, the deficiency shall be paid to MOGE or carried forward and expended in succeeding Contract Years. If training expenditures in any Contract Year exceed the minimum training expenditure obligation for that Contract Year, the excess shall be credited to the training expenditure obligations for succeeding Contract Years.

15.6 All expenditures made pursuant to this Section 15 relating to training and education, including any payments made to MOGE pursuant to Section 15.5, shall be fully recoverable from Cost Petroleum pursuant to Section 9.

15.7 The CONTRACTOR shall establish a "Research & Development Fund" in the sum of zero point five (0.5) percentage of its share of Profit Petroleum and the expenditure of this Fund will be determined in consultation with MOGE. Research and Development Fund paid in accordance with this Section 15 shall not be recoverable from Cost Petroleum.

SECTION 16

TITLE OF ASSETS

16.1 CONTRACTOR's physical assets, which are acquired for purposes of the Petroleum Operations, shall become the property of MOGE, and shall be cost recoverable by CONTRACTOR pursuant to Section 9, upon importation into Myanmar or upon acquisition in Myanmar. Data, information, reports and samples acquired or prepared by CONTRACTOR for the Petroleum Operations shall become the property of MOGE, and shall be cost recoverable by CONTRACTOR pursuant to Section 9, when acquired or prepared.

16.2 The physical assets, referred to in Section 16.1 shall remain in the custody of CONTRACTOR during the term of this Contract and CONTRACTOR shall have the unrestricted and exclusive right to use such assets in the Petroleum Operations free of charge subject to the provisions of Section 17. CONTRACTOR may retain and freely use, within or outside Myanmar, copies of all data, information and reports and representative portions of all samples, including but not limited to geologic, core, cutting and Petroleum samples.

16.3 The provisions of Section 16.1 shall not apply to assets rented or leased by CONTRACTOR or its Affiliates and used in Petroleum Operations, nor to assets owned by CONTRACTOR's contractors, sub-contractor, Affiliates or other parties.

16.4 For the purpose of this Section, in the event of the replacement or transfer of the motor vehicles used by CONTRACTOR in Petroleum Operations, occurs during the term of this Contract or the expiration or termination of this Contract, CONTRACTOR shall hand-over or transfer such motor vehicles to MOGE in good condition and running status.

SECTION 17

RIGHTS AND OBLIGATIONS OF MOGE AND CONTRACTOR

17.1 MOGE shall:

(a) have and be responsible for the management of the operations contemplated hereunder, however MOGE shall assist and consult with CONTRACTOR in the execution of the Work Programme;

(b) i) except as provided in Section 17.2 (c) and 17.2 (d) below, and in Section 9.11, assume and discharge all Myanmar's taxes imposed upon CONTRACTOR, its contractors and sub-contractors during the Exploration Period and the following period (if any) which the CONTRACTOR conducts the drilling operations of appraisal wells for the purpose of development of Petroleum, including import and export duties, customs duties, sales tax and other duties levied on materials, equipment and supplies brought into Myanmar by CONTRACTOR, its contractors and sub-contractors for Petroleum Operation;

ii) assume and discharge all exactions applicable under the laws of the Republic of the Union of Myanmar in respect of property, capital net worth and operations, including any tax imposed upon goods procured domestically, sales, gross receipts or transfers of property or any levy on or in connection with operations performed hereunder by CONTRACTOR, its Contractors and sub-contractors during the Exploration Period and the following period (if any) which the CONTRACTOR conducts the drilling operations of appraisal wells for the purpose of development of Petroleum;

iii) not be obliged to pay taxes on tobacco, liquor, and other taxes charged on goods and services, import and export duties, customs duties and sales tax and any other tax levied upon articles imported for personal use by the CONTRACTOR's, its contractors' and sub-contractors' employees engaged in Petroleum Operations under this Contract;

(c) assist and expedite CONTRACTOR's execution of the Work Programme by providing at cost, facilities, supplies and personnel including, but not limited to, supplying or making available all necessary visas, work permits, transportation, security protection and rights of way and easements as may be requested by CONTRACTOR and made available from the resources under MOGE's control. In the event such facilities, supplies and personnel are not readily available, then MOGE shall promptly secure the use of such facilities, supplies and personnel from alternative sources. Expenses thus incurred by MOGE at CONTRACTOR's request shall be reimbursed to MOGE by CONTRACTOR and included in the Petroleum Cost. Such reimbursements will be made in US Dollars computed at the prevailing market rate through authorized dealer bank at the time the expense was incurred;

pollution as are consistent with international oilfield practices. It is also understood that the execution of the Work Programme shall be exercised so as not to conflict with the laws of the Republic of the Union of Myanmar;

(f) be responsible to supply discovered Natural Gas and/or Crude Oil to downstream industries established in Myanmar as priority referred to in Section 14.4.

(g) be entitled to import CONTRACTOR's physical assets on Investment Basis as well as import CONTRACTOR's leased property, property of its contractors and its subcontractors on Drawback Basis;

(h) be entitled to export all property which are imported on Drawback Basis;

(i) have the right to sell, assign, transfer, convey or otherwise dispose of all or any part of its rights and interests under this Contract to an Affiliate or other parties only with the prior written consent of MOGE. The consent by MOGE on this matter shall not be unreasonably withheld.

Provided that notwithstanding anything contained elsewhere in the Contract, CONTRACTOR is liable to pay to the Government of the Republic of the Union of Myanmar the following trenches out of the Net Profit made on the sale or transfer of the shares in the Company formed under Section 5.1:

(i)	If the amount of Net Profit is up to US Dollars 100 Million	40%
(ii)	If the amount of Net Profit is between US Dollars 100 Million and US Dollars 150 Million	45%
(iii)	If the amount of Net Profit is over US Dollars 150 Million	50%

(j) have the right of access to and from the Contract Area and to and from facilities wherever located at all times;

(k) submit to MOGE weekly staff returns, agreed daily drilling reports (where applicable), weekly and monthly progress reports;

(l) submit to MOGE copies of all such original and interpreted geological, geophysical, drilling, well production and any other data and reports as it may compile during the term hereof;

(m) prepare and carry out plans and programmes for industrial training and education of Myanmar nationals selected by MOGE from its staff for all job classifications with respect to operations contemplated hereunder;

(n) appoint authorized representative for Myanmar with respect to this Contract, who shall have an office in Yangon and/or Nay Pyi Taw, such representative to represent CONTRACTOR in the conduct of Petroleum Operations hereunder;

(o) unavoidably give preference to such goods and services which are available in Myanmar or rendered by Myanmar nationals approved by MOGE, provided such goods and services are offered at comparable conditions with regard to quality, price, availability at the time and in the quantities required; such payments for goods and services shall be made in US Dollars or local currency as appropriate in accordance with prevailing regulations;

(p) unavoidably execute Petroleum Operations in accordance with the Work Programme utilizing twenty-five (25) percent of the approved Budget for each Financial Year for goods and services that are available in Myanmar or rendered by Myanmar nationals, subject to the approval of MOGE unless otherwise agreed upon by both parties;

(q) procure such goods and services for the execution of the Work Programme through international tender subject to approval by MOGE unless otherwise agreed upon by both parties;

(r) allow duly authorized representatives of MOGE to have access to the Contract Area covered by this Contract and to the Petroleum Operations conducted thereon. Such representatives may examine data, books, registers and records of CONTRACTOR, and make a reasonable number of surveys, drawings and tests for the purpose of enforcing this Contract. They shall, for such purpose, be entitled to make reasonable use of machinery and instruments of the CONTRACTOR. Such representatives shall be given reasonable assistance by the agents and employees of the CONTRACTOR so that none of their activities shall endanger or hinder the safety or efficiency of the operations. The CONTRACTOR shall offer such representatives all privileges and facilities accorded to its own employees in the Contract Area and shall provide them, free of charge, the use of reasonable office space while they are in the Contract Area and transportation facilities for them to and from the Contract Area for the purpose of facilitating the objectives of this Section.

(s) CONTRACTOR and its personnel, while in Myanmar, shall respect and abide by all laws and regulations of the Republic of the Union of Myanmar and shall refrain from interfering in the internal affairs of the Republic of the Union of Myanmar.

(t) be responsible to conduct Environmental Impact Assessment (EIA) and Social Impact Assessment (SIA) and to development of Environmental Management Plan (EMP) and implementation for the environmental protection and management in the Contract Area in accordance with laws, rules, regulations, directive and notifications of the Republic of the Union of Myanmar and in conformity with international petroleum industry's practices with respect to the environmental protection and mitigation.

(u) CONTRACTOR shall abide by the laws, rules, regulations, directives and notifications with respect to forestry and agriculture sector and shall not cut and/or fell trees unnecessarily and/or not to extract timber from the Contract Area without any prior permission. In the event that, if it is required to cut and/or fell trees for Petroleum Operation in the Contract Area, CONTRACTOR shall consult with

MOGE and with the agreement of MOGE to seek prior permission(s) from respective Ministries and authorities concerned before cutting and/or felling of trees in the Contract Area.

(v) employ safety precautions and safe working practices during the Petroleum Operations as are consistent with international petroleum practices.

(w) prior to the Petroleum Operations commencement date, nominate a person to act as the safety officer of CONTRACTOR who shall be the representative directly responsible for enforcing CONTRACTOR's safety rules.

(x) not later than ninety (90) days after the Effective Date, establish an office within Myanmar to coordinate the operations to be conducted within the Contract Area.

(y) be responsible to pay compensation according to the existing law of the Republic of the Union of Myanmar to losses and/or damages for land, crops, trees and/or plantations, relocation of houses, etc.. to owner affected by the Petroleum Operations under this Contract.

(z) collaborate with MOGE to implement the Extractive Industries Transparency Initiative.

(aa) initiate the Corporate Social Responsibility (CSR) in the Contract Area in accordance with the code of conduct of each CONTRACTOR Party .

(bb) after the expiration or termination of this Contract, or relinquishment of part of the Contract Area, or abandonment of any field, prearrange to remove all equipment and installations from the area in a manner acceptable to MOGE, and perform all necessary site restoration activities in accordance with the applicable rules and regulations of the Government of the Republic of the Union of Myanmar and international petroleum industry practices to prevent hazards to human life and property of others or environment;

SECTION 18

MANAGEMENT COMMITTEE

18.1 MOGE retains, under this Contract, all rights of management but recognizes that CONTRACTOR is responsible for the execution of the Work Programmes. For the purpose of the proper implementation of this Contract, the parties shall establish a Management Committee ("The Management Committee") within forty-five (45) days from the Commencement of the Operation Date. The Management Committee shall have overall supervision and management of Petroleum Operations including approved Works Programmes and Budgets. The duties and responsibilities of the Management Committee shall be as prescribed in Annexure "E".

SECTION 19

STATE PARTICIPATION

19.1 MOGE shall have the right to demand from CONTRACTOR a fifteen percent (15%) undivided interest in the total rights and obligations under this Contract and MOGE may extend up to 25% at its own discretion.

19.2 The right referred to in Section 19.1 shall lapse unless exercised by MOGE not later than three (3) months after CONTRACTOR'S notification by registered letter to MOGE of its first Discovery of Petroleum in the Contract Area, which in the judgment of CONTRACTOR after consultation with MOGE can be produced commercially. MOGE shall make its demand known to CONTRACTOR by registered letter.

19.3 CONTRACTOR shall make its offer by registered letter to MOGE within one (1) month after receipt of MOGE's registered letter referred to in Section 19.2. CONTRACTOR's letter shall be accompanied by a copy of this Contract and a draft operating agreement embodying the manner in which CONTRACTOR and the MOGE shall cooperate. The main principles of the draft operating agreement are contained in Annexure "F" to this Contract.

19.4 The offer by CONTRACTOR to MOGE shall be effective for a period of six (6) months. If MOGE has not accepted this offer by registered letter to CONTRACTOR within the said period, CONTRACTOR shall be released from the obligation referred to in this Section.

19.5 In the event of acceptance by MOGE of CONTRACTOR's offer, MOGE shall be deemed to have acquired the undivided interest on the date of CONTRACTOR's notification to MOGE referred to in Section 19.2.

19.6 For the assignment of the undivided interest in the total of the rights and obligations arising out of this Contract, the MOGE shall reimburse CONTRACTOR an amount equal to the same percentage of the sum of Petroleum Costs which CONTRACTOR has incurred for and on behalf of its activities in the Contract Area up to the date of CONTRACTOR's notification to MOGE mentioned in Section 19.2, the same percentage of the Signature Bonus paid to MOGE referred to in Section 11.1 of this Contract.

19.7 At the option of MOGE the said amount shall be reimbursed:

(a) either by transfer of the said amount by MOGE within three (3) months after the date of its acceptance of CONTRACTOR's offer referred to in Section 19.3, to CONTRACTOR's account with the banking institution to be designated by it, in the currency in which the relevant costs have been financed; or

(b) by way of "Payment out of Production" of fifty percent (50%) of MOGE'S production entitlement under this Contract valued in the manner as described in Section 12 of this Contract, commencing as from the beginning of Commercial Production.

19.8 At the time of its acceptance of CONTRACTOR's offer, MOGE shall state whether it wishes to reimburse in cash or out of production in the manner indicated in Section 19.7.

SECTION 20

FORCE MAJEURE

20.1 The term "Force Majeure" as employed herein shall mean act of god., restraint of a government, strikes, lockouts, industrial disturbances, explosions, fires, floods, earthquakes, storms, lightning and every any other causes similar to the kind herein enumerated, which are beyond the control of either party, and which by the exercise of due care and diligence, either party is unable to overcome.

20.2 If either party is temporarily rendered unable, wholly or in part, by Force Majeure to perform its duties or accept performance by the other party under this Contract, it is agreed that the affected party gives notice to the other party within fourteen (14) days after the occurrence of the cause, relied upon giving full particulars in writing of such Force Majeure. The duties of such party as are effected by such Force Majeure, shall with the approval of the other party, be suspended during the continuance of the inability so caused, but for no longer period, and such cause shall as far as possible be removed with all reasonable dispatch. Neither party shall be responsible for delay, damage or loss caused by Force Majeure.

SECTION 21

GOVERNING LAW, JURISDICTION AND INALIENABLE RIGHTS

21.1 This Contract shall be governed by and construed and interpreted in all respects in accordance with the laws of the Republic of the Union of Myanmar.

21.2 The parties hereby agree to submit to the jurisdiction of the relevant Court of Myanmar and all Courts competent to hear appeals therefrom.

21.3 No term or provisions of this Contract, including the agreement of the parties to submit to arbitration herein, shall prevent or limit the Government of the Republic of the Union of Myanmar from exercising its inalienable rights.

SECTION 22

CONSULTATION AND ARBITRATION

22.1 If any dispute arises out of this Contract or any other agreement or document executed in connection with this Contract, the parties hereto shall consult with each other in good faith in order to settle such dispute amicably.

22.2 In the event that such dispute cannot be settled amicably in a reasonable time, it shall be settled in the Republic of the Union of Myanmar by arbitration, through two arbitrators, each one of whom each party shall appoint. Should the arbitrators fail to reach an agreement, then such dispute shall be referred to an umpire nominated by those arbitrators. The decision of the arbitrators or the umpire shall be final and binding upon both parties.

22.3 The arbitration proceedings shall in all respects conform to the Myanmar Arbitration Act, 1944 (Myanmar Act IV, 1944) or any subsisting statutory modification thereof. The venue of arbitration shall be in Yangon, Republic of the Union of Myanmar. The arbitration costs shall be borne by the losing party.

SECTION 23

BANKING

23.1 CONTRACTOR shall supply all funds necessary for Petroleum Operations in Myanmar in freely convertible currency from abroad except to the extent that Myanmar currency is generated in connection with the performance of the Petroleum Operations.

23.2 CONTRACTOR in accordance with the Foreign Investment Law and the Foreign Exchange Management Law of the Republic of the Union of Myanmar existing as of the date hereof, shall open and maintain foreign bank accounts in Myanmar at authorized banks and to receive abroad, remit abroad, retain abroad and use the entirety of the Foreign Exchange proceeds which are received from export and local sales of its share of Petroleum from the Contract Area or which are in any way generated in connection with the performance of the Petroleum Operations.

23.3 CONTRACTOR in accordance with the foreign exchange rules and regulations of the Republic of the Union of Myanmar existing as of the date hereof, shall be entitled to purchase Myanmar currency at authorized banks whenever required for the Petroleum Operations, and to convert into convertible foreign currency any excess Myanmar currency which is not then needed for local requirements.

23.4 The rate of exchange for transactions referred to in Section 23.3 shall not be less favorable to CONTRACTOR than the market rate through Government-recognized exchange centers applicable for similar transactions undertaken by any private or state enterprise on the date the transaction is initiated. Normal bank commissions and costs of transfers relating to currency conversions or remittances shall be borne by CONTRACTOR.

23.5 CONTRACTOR shall be entitled to pay its foreign-controlled contractors and sub-contractors and its expatriate employees in foreign currency abroad, and such contractors, sub-contractors and expatriate employees shall be entitled to receive and retain such foreign currency abroad.

23.6 The provisions of Section 23.2, 23.3, 23.4, and 23.5 shall also apply to CONTRACTOR's expatriate employees and CONTRACTOR's foreign-controlled contractors, sub-contractors and their expatriate employees.

23.7 Unless otherwise expressly agreed, all payments by CONTRACTOR to MOGE or the Government hereunder and all payments by MOGE or the Government to CONTRACTOR hereunder shall be made in U.S Dollars at a bank in Myanmar or abroad as specified by the recipient.

SECTION 24

INSURANCE

24.1 As to all operations performed by the CONTRACTOR under this Contract, the CONTRACTOR shall secure and maintain insurance in accordance with Foreign Investment Law and rules and procedures relating to the Foreign Investment Law. The CONTRACTOR shall furnish MOGE with certificates of insurance evidencing such coverage and containing a statement that such insurance shall not be materially changed or cancelled without at least thirty (30) days prior written notice.

24.2 The CONTRACTOR shall require that its contractor and subcontractors procure similar insurance to those required to be procured by the CONTRACTOR and such additional insurance as CONTRACTOR shall deem appropriate, all to be evidenced by certificates of insurance.

24.3 To eliminate controversy, the expense and inconvenience thereof, as between MOGE and the CONTRACTOR, it is agreed that the insurance policies shall be endorsed so that the underwriters, insurers and insurance carriers of each with respect to this Contract shall not have any right of recovery against either of the parties hereto or their representatives in any form whatsoever; and the rights of recovery with respect to this operation are mutually waived. All policies of insurance herein provided and obtained or required by either party shall be suitably endorsed to effectuate this waiver of recovery.

SECTION 25

TERMINATION

25.1 In addition to the termination provisions set forth in Section 3, this Contract may be terminated by the CONTRACTOR by giving not less than ninety (90) days written notice to MOGE provided, however, CONTRACTOR may not so terminate this Contract during the Exploration Period or its extension or extensions prior to CONTRACTOR spending on Petroleum Operations the minimum expenditures required hereunder unless CONTRACTOR pays to MOGE the unexpended portion of the minimum expenditures as specified in Section 5.2 to 5.4 but subject to Section 5.10.

25.2 This Contract shall be terminated in its entirety by MOGE, if it is proved that the CONTRACTOR is intentionally and knowingly involved in political activities detrimental to the Government of the Republic of the Union of Myanmar. On such termination, the unexpended portion of the minimum expenditures as specified in Section 5.2 to 5.4 and all equipment purchased by the CONTRACTOR and brought into Myanmar under Section 16.1 shall pass to MOGE.

25.3 If the CONTRACTOR is in material breach of any of its obligations under this Contract, MOGE shall give notice to remedy such breach within sixty (60) days. If CONTRACTOR fails to remedy such breach within the said sixty (60) days, MOGE shall have the right to terminate this Contract by delivering a notice of termination to the CONTRACTOR. Once terminated, the unexpended portion of the minimum expenditure as specified in Section 5.2 to 5.4 and all equipment purchased by the CONTRACTOR and brought into Myanmar under Section 16.1 shall pass to MOGE.

25.4 Subject to earlier termination upon notice by CONTRACTOR pursuant to Section 25.1, this Contract shall automatically terminate in its entirety as follows:

(a) If there is no Commercial Discovery of Petroleum in the Contract Area during the Exploration or Extension Period;

(b) At the end of the Production Periods relating to all Production Areas within the Contract Area.

SECTION 26

BOOKS AND ACCOUNTS AND AUDITS

26.1 Subject to the requirement of Section 17.2 CONTRACTOR shall be responsible for keeping complete books and accounts with the assistance of MOGE reflecting all Petroleum Costs as well as monies received from the sale of Petroleum, consistent with international petroleum industry practices and proceedings as described in Annexure "C" attached hereto. Should there be any inconsistency between the provisions of this Contract, and the provisions of Annexure "C" then the provisions of this Contract shall prevail.

26.2 MOGE and the Government of the Republic of the Union of Myanmar shall, have the right to inspect and audit CONTRACTOR's books and accounts relating to this Contract for any Financial Year covered by this Contract. Any exception must be made in writing within sixty (60) days following the completion of such audit. Such audit shall be performed within two Financial Years after the closing of the related Financial Year.

SECTION 27

GENERAL PROVISIONS

27.1 Notices

(a) Notices and other communications required or permitted to be given under this Contract shall be deemed given when delivered and received in writing either by hand or through the mails, or by prepaid telex, facsimiles or cable transmission, appropriately addressed as follows:

To MOGE

i) By hand or mail: MYANMA OIL AND GAS ENTERPRISE
BUILDING NUMBER 44, NAY PYI TAW,
REPUBLIC OF THE UNION OF MYANMAR.

ATTENTION: MANAGING DIRECTOR

ii) By Telex: MYCORP 21307 BM

iii) By Facsimiles: 95-67-411 125

To CONTRACTOR PARTIES:

ONGC VIDESH LIMITED

i) By hand or mail: 6TH FLOOR, KAILASH BUILDING, 26, KASTURBA GANDHI MARG, NEW DELHI-110 001 INDIA

ATTENTION: COMPANY SECRETARY

ii) By Facsimiles: + 91 11 2373 0369

MACHINERY AND SOLUTIONS COMPANY LIMITED

i) By hand or mail: NO.146, L(2), SHWE HNIN SI STREET, WARD(5), 81/2 MILE, MAYANGONE TOWNSHP, YANGON, MYANMAR.

ATTENTION: MANAGING DIRECTOR

ii) By Facsimiles: +95 1 667 110

(b) MOGE and CONTRACTOR may change its address or addresses by giving notice of the change to each other.

27.2 Language of Text
This Contract is made and entered into in the English Language.

27.3 Effectiveness
This Contract is legally binding on and from the Effective Date.

27.4 Covenants Against Undue Influence
The CONTRACTOR warrants that no gift or reward has been made, nor will be made, to any officials or employees of the Government of the Republic of the Union of Myanmar.

27.5 Secrecy

(a) CONTRACTOR undertakes to maintain in strictest secrecy and confidence all data and information purchased or acquired from MOGE as well as during the course of operations in the Republic of the Union of Myanmar. The CONTRACTOR understands fully that this undertaking and obligation is a continuing one which will be binding also on its successors, legal representatives and permitted assigns, until such time when MOGE agrees in writing to release CONTRACTOR from its undertaking and obligations.

(b) MOGE may use at its own discretion all the data and information obtained during the course of operations in the Republic of the Union of Myanmar but shall undertake to maintain such data and information in strictest secrecy and confidence during the term of this Contract.

27.6 Change of Conditions
In the event that any situation or condition arise due to circumstances not envisaged in the Contract and warrants amendments to the Contract the parties shall negotiate and make the necessary amendments.

27.7 Stabilization

If a material change occurs to the either MOGE's or CONTRACTOR's economic benefits after the Commencement of the Operation Date of the Contract due to the promulgation of new laws decrees, rules and regulations, any amendment to the applicable laws, decrees, rules and regulations or any reinterpretation of any of the foregoing made by the Government, the Parties shall consult promptly and make all necessary revisions or adjustment to the relevant provisions of the Contract in order to maintain the affected Party's normal economic benefit hereunder.

27.8 IN WITNESS WHEREOF, this Contract has been executed by duly authorized signatory of each respective Party named below in Nay Pyi Taw, the Republic of the Union of Myanmar, as of the day, the date and the year first above mentioned.

Signed, sealed and delivered

For and on behalf of
MYANMA OIL AND GAS ENTERPRISE

____

MANAGING DIRECTOR

Signed, sealed and delivered

For and on behalf of
ONGC VIDESH LIMITED

____

For and on behalf of
MACHINERY AND SOLUTIONS COMPANY LIMITED

____

IN THE PRESENCE OF:

____

DIRECTOR GENERAL
ENERGY PLANNING DEPARTMENT

____

____

ANNEXURE "A"

This Annexure "A" is attached to and made an integral part of the Contract between MYANMA OIL AND GAS ENTERPRISE and ONGC VIDESH LIMITED AND MACHINERY AND SOLUTIONS COMPANY LIMITED.

Dated: ------------------

Description of Contract Area

COORDINATES OF ONSHORE BLOCK EP-3 (THEGON- SHWEGU)

POINTS	LATITUDE(N)			LONGITUDE(E)		
NO.	DEG.	MIN.	SEC.	DEG.	MIN.	SEC.
1	18	48	30	95	16	30
2	18	48	30	95	40	16
3	18	30	00	95	40	16
4	18	30	00	95	30	00
5	18	21	00	95	31	00
6	18	21	00	95	21	00
1	18	48	30	95	16	30

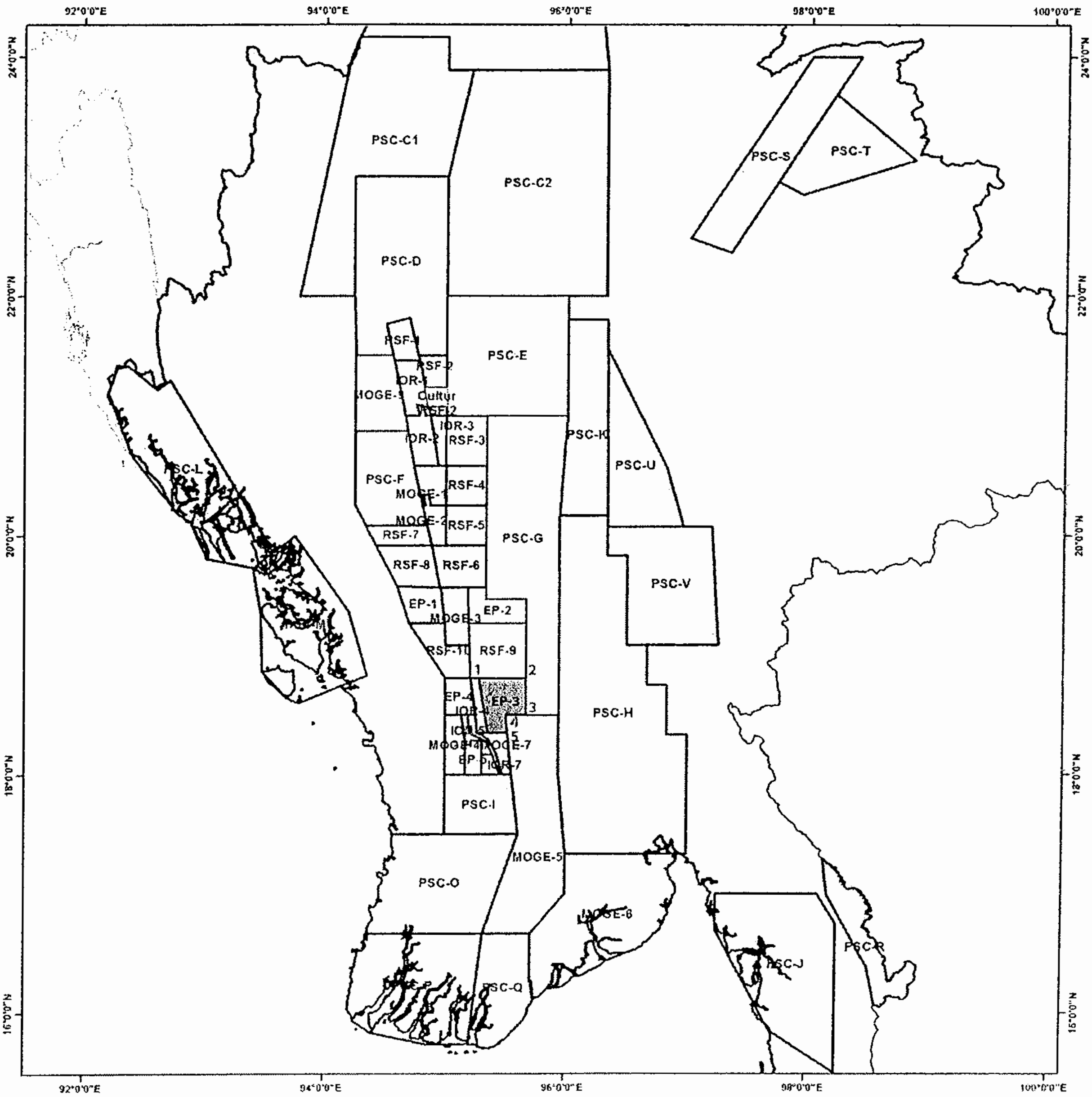
Area of Block EP 3 (THEGON- SHWEGU) = 637 Sq. Miles

ANNEXURE "B"

This Annexure "B" is attached to and made an integral part of the Contract between MYANMA OIL AND GAS ENTERPRISE and ONGC VIDESH LIMITED AND MACHINERY AND SOLUTIONS COMPANY LIMITED.

Dated: ----------------

Map of Contract Area



ANNEXURE "C"

This Annexure "C" is attached to and made an integral part of the Contract between MYANMA OIL AND GAS ENTERPRISE and ONGC VIDESH LIMITED AND MACHINERY AND SOLUTIONS COMPANY LIMITED.

Dated: ------------------

ACCOUNTING PROCEDURE

ARTICLE 1 – GENERAL PROVISIONS

This Accounting Procedure applies to and shall be observed in the establishment, keeping and control of all accounts, books and records of accounts under the Contract.

The Contract and this Accounting Procedure are intended to be correlative and mutually explanatory. Should however any discrepancy arise, then the provisions of the Contract shall prevail.

The parties agree that if any procedure established herein proves unfair or inequitable to any Party, the parties shall meet and endeavor to agree on the changes necessary to correct that unfairness or inequity.

1.1 DEFINITIONS

1.1.1 The terms used in this Accounting Procedure have the same meaning as set out for the same terms in the Contract and otherwise in accordance with the provisions of the Contract.

1.1.2 "Capital Expenditure" means expenditures incurred for the purchase of tangible physical assets which, by generally accepted international accounting principles of the international petroleum industry, are classified as capital and the cost of which is amortizable. Such assets include, but are not limited to:

- drilling and well equipment including wellheads, casing, pipe, flow lines and pumps;
- gathering systems including pipe, field storage, and crude oil separation and treatment plants and equipment;
- pipelines for the transportation of Petroleum to the point of export, sale or delivery;
- storage tanks and loading facilities at the point of export, sale or delivery; and
- any other plant, equipment or fixtures in the Republic of the Union of

Myanmar reasonably necessary to carry out Petroleum Operations.

1.1.3 "Controllable Material" means Material which the CONTRACTOR subjects to record control and inventory in accordance with good international petroleum industry practice.

1.1.4 "Material" means any equipment, machinery, materials, articles, supplies and consumables either purchased, or leased, or rented, or transferred by CONTRACTOR and used in the Petroleum Operations.

1.2 BOOKS AND RECORDS

Books and records of account will be kept in accordance with a generally accepted and recognized accounting system consistent with modern petroleum industry practices and procedures and in the English language and U.S Dollars, supplemented and supported by such books, records or entries in other currencies as may be necessary for completeness and clarity and to implement the Contract in accordance with its terms.

1.3 CURRENCY EXCHANGE

Any costs incurred or proceeds received, in a currency other than U.S Dollars including the currency of the Republic of the Union of Myanmar shall be converted into US Dollars computed at the prevailing rate of exchanges set by an authorized bank in Myanmar on the day on which the costs or expenditures were paid or the proceeds were received.

1.4 INDEPENDENT AUDITOR

The CONTRACTOR shall in consultation with MOGE, appoint an independent auditor of international standing, to audit annually the accounts and records of Petroleum Operations and report thereon, and the cost of such audit and report shall be promptly delivered to the MOGE and shall be chargeable under the Contract.

ARTICLE 2-PETROLEUM COSTS

2.1 PETROLEUM COSTS

The Parties shall maintain a "Petroleum Costs Account" in which there shall be reflected all Petroleum Costs incurred in connection with the Petroleum Operations carried out under the provisions of the Contract.

Such Petroleum Costs shall be recoverable by the CONTRACTOR in accordance with the provisions of the Contract and as further set out below. Without limiting the generality of the foregoing, the costs and expenditures considered in 2.2 to 2.12 hereafter are included in Petroleum Costs.

Petroleum Costs shall be recoverable in the following manner:

a) Petroleum costs, including all intangible drilling costs, with the exception of the Capital Expenditures, incurred in respect of the Petroleum Operations under this Contract Area, shall be recoverable either in the Financial Year in which these Petroleum Costs are incurred or the Financial Year in which Commercial Production occurs, whichever is the later;

b) Exploration and Appraisal Expenditures, incurred in respect of the Contract Area, shall be recoverable in the Financial Year in which Commercial Production occurs.

c) Capital Expenditures incurred in respect of the Petroleum Operations under this Contract shall be recoverable at a rate of twenty-five percent (25%) per annum based on amortization at that rate starting either in the Financial Year in which such Capital Expenditure is incurred or the Financial Year in which Commercial Production from the Contract Area commences, whichever is the later; and

d) Capital Expenditures, including but not limited to expenditure for aircraft, camps, offices, warehouses, vehicles, workshops, power plants, tools and equipment, incurred outside of a Development Area, shall be recoverable at a rate of twenty-five percent (25%) per annum, based on amortization at that rate starting either in the Financial Year in which such Capital Expenditure is incurred, or the Financial Year in which Commercial Production from any Development Area commences, whichever is the later, and shall be recoverable from any Development Area.

2.2 LABOR AND RELATED COSTS

2.2.1 CONTRACTOR's locally recruited employees based in the Republic of the Union of Myanmar.

The actual cost of all CONTRACTOR's locally recruited employees who are directly engaged in the conduct of Petroleum Operations in the Republic of the Union of Myanmar. Such costs shall include the costs of employee benefits and Government benefits for employees and taxes and other charges levied on the CONTRACTOR as an employer, transportation and relocation costs within the Republic of the Union of Myanmar and costs of the employee and such employee's family (limited to spouse and dependent children) as statutory or customary for the CONTRACTOR.

2.2.2 Assigned personnel

The cost of the personnel of CONTRACTOR resident in and working in the Republic of the Union of Myanmar for the Petroleum Operations.

The cost of these personnel shall be as per rates which represent the CONTRACTOR's actual cost.

As early as possible in each Financial Year, the CONTRACTOR shall advise the applicable rates referred to above for each subsequent Financial Year. These rates may be subject to revision from time to time at the CONTRACTOR's initiative if actual costs change.

2.2.3 Personnel of the CONTRACTOR based in CONTRACTOR's home country working for Petroleum Operations on a time sheet basis.

Such personnel shall be charged at rates which represent the CONTRACTOR's actual cost. These rates include all costs incidental to the employment of such personnel, but do not include transportation and living expenses they may incur for the performance of such work. In case the work is performed outside CONTRACTOR's home country, the hourly rate will be charged from the date such personnel leave the town where they usualy work in CONTRACTOR's home country through their return thereto, including days which are not working days in the country where the work is performed, and excluding any holiday entitlement derived by the employee from his employment in CONTRACTOR's home country. No charge will be made for overtime.

As early as possible in each Financial Year, the CONTRACTOR shall advise these hourly rates for each subsequent year. They may be subject to revision from time to time at the CONTRACTOR's initiative.

2.2.4 Other personnel

Personnel working outside the Republic of the Union of Myanmar for the CONTRACTOR who are not on a time sheet basis shall be deemed compensated by the administrative overheads set forth in subpart 2.11 below.

2.2.5 Provisions common to Subparts 2.2.2 and 2.2.3

Subparts 2.2.2 and 2.2.3 above have been agreed upon considering the present structure of the CONTRACTOR. Should the CONTRACTOR be changed, or should the CONTRACTOR change their present structure or organization, these subparts shall be revised accordingly.

2.2.6 Employees training expenses

Training expenses for the CONTRACTOR's employees resident in the Republic of the Union of Myanmar and the CONTRACTOR's contribution to training under Section 15 of the Contract.

2.3 MATERIAL

2.3.1 The cost of Material shall be charged to the Petroleum Costs Account on the basis set forth below.

The CONTRACTOR does not guarantee the Material. The only guarantees are the guarantees given by the manufacturers or the vendors, as long as they are in force.

2.3.1.1 Except as otherwise provided in Subpart 2.3.1.2 below, Material shall be charged at the actual "Net Cost" incurred by the CONTRACTOR as the vendor's invoice price, packaging, transportation, loading and unloading expenses, insurance costs, duties, fees and applicable taxes less all discounts actually received.

2.3.1.2 Material shall be charged at the rate specified herein below:

a) new Material (Condition "A") shall be valued at the current international Net Cost which shall not exceed the price prevailing in normal arm's length transactions on the open market;

b) Used Material (Conditions "B", "C" and "D" and "Junk Material"):

i) Material which is in sound and serviceable condition and is suitable for reuse without reconditioning shall be classified as Condition "B" and priced at seventy five percent (75%) of the current price of new Material defined in (a) above;

ii) Material which cannot be classified as Condition "B" but which after reconditioning will be further serviceable for its original function shall be classified as Condition "C" and priced at fifty percent (50%) of the current price of new Material as defined in (a) above.

The cost of reconditioning shall be charged to the reconditioned Material provided that the value of Condition "C" Material plus the cost of reconditioning do not exceed the value of Condition "B" Material;

iii) Material, which has a value and which cannot be classified as Condition "B" or Condition "C", shall be classified as Condition "D" and priced at a value commensurate with its use.

iv) Material which is usable and which cannot be classified as Condition "B" or Condition "C" or Condition "D" shall be classified as Junk Material and shall be considered as having no value.

2.3.2 Inventories

At reasonable intervals, inventories shall be taken by the CONTRACTOR of all controllable Material. The CONTRACTOR shall give sixty (60) days' written notice of intention to take such inventories to allow the MOGE to choose whether

to be represented when the inventory is taken or not to be represented (in which case the MOGE shall elect to accept the inventory taken by the CONTRACTOR).

2.4 TRANSPORTATION AND EMPLOYEE RELOCATION COSTS

2.4.1 Transportation of Material and other related costs, including but not limited to origin services, expediting, crating, dock charges, forwarder's charges, surface and air-freight, and customs clearance and other destination services.

2.4.2 Transportation of employees as required in the conduct of Petroleum Operations, including employees of the CONTRACTOR whose salaries and wages are chargeable under subparts 2.2.2 and 2.2.3 of this Accounting Procedure.

2.4.3 Relocation costs to the Contract Area vicinity of employees permanently or temporarily assigned to Petroleum Operations.

Relocation costs from the Contract Area vicinity, except when employee is reassigned to another location classified as a foreign location by the CONTRACTOR. Such costs include transportation of employee's families and their personal and household effects and all other relocation costs in accordance with the usual practice of the CONTRACTOR.

2.5 SERVICES

2.5.1 The actual costs of contract service, professional consultants, and other services performed by third parties.

2.5.2 Costs of use of facilities and equipment for the direct benefit of the Petroleum Operations, furnished by the CONTRACTOR or third parties at rates commensurate with the cost of ownership, or rental and the cost of operation thereof, but such rates shall not exceed those currently prevailing in normal arm's length transactions on the open market for like services and equipment.

2.6 DAMAGES AND LOSSES TO MATERIAL AND FACILITIES

All costs or expenses necessary for the repair or replacement of Material and facilities resulting from damages or losses incurred by fire, flood, storm, theft, accident, or any other cause. The CONTRACTOR furnish the MOGE written notice of damages or losses for each occurrence or loss involving more than U.S. Dollars One Hundred Thousand (US$100,000) as soon after the loss occurrence or as practicable.

2.7 INSURANCE AND CLAIMS

2.7.1 Premiums paid for insurance to cover the risks related to Petroleum Operations according to the CONTRACTOR's practice, which is in compliance with international petroleum practice.

2.7.2 Actual expenditure incurred in the settlement of all losses, claims, damages, judgments and other expenses (including legal expenses as set out below) for the benefit of the Petroleum Operations.

2.8 LEGAL EXPENSES

All costs or expenses of litigation or legal services otherwise necessary or expedient including but not limited to legal counsel's fees, arbitration costs, court costs, cost of investigation or procuring evidence and amounts paid in settlement or satisfaction of any such litigation or claims. These services may be performed by the CONTRACTOR's legal staff and/or an outside firm as necessary.

2.9 CHARGES AND FEES

All charges and fees which have been paid by the CONTRACTOR with respect to the Contract.

2.10 OFFICES, CAMPS AND MISCELLANEOUS FACILITIES

Cost of establishing, maintaining and operating any offices, sub-offices, camps, warehouses, housing and other facilities such as recreational facilities for employees. If these facilities serve more than one (1) Contract Area the costs thereof shall be allocated on an equitable basis.

2.11 GENERAL AND ADMINISTRATIVE EXPENSE

2.11.1 The services for all personnel of the CONTRACTOR as per subpart2.2.4 as well as the contribution of the CONTRACTOR to the Petroleum Operations of an intangible nature shall be made compensated by an annual overhead charge based on a sliding scale percentage.

2.11.2 The basis for applying this overhead charge shall be the total Petroleum costs incurred during each Financial Year or fraction thereof.

The sliding scale percentage shall be the following:

For the first five million US Dollars:	4%
For the next three million US Dollars:	2%
For the next four million US Dollars:	1%
Over twelve million US Dollars:	0.5%

2.12 OTHER EXPENDITURES

Any reasonable expenditure not covered or dealt with in the foregoing provisions, which are incurred by the CONTRACTOR and approved by MOGE for the necessary and proper performance of the Petroleum Operations and the carrying out of its obligations under the Contract or related thereto.

2.13 CREDITS UNDER THE CONTRACT

The net proceeds of the following transactions will be credited to the accounts under the Contract:

a) the net proceeds of any insurance or claim in connection with the Petroleum Operations or any assets charged to the accounts under the Contract;

b) revenue received from outsiders for the use of property or assets charged to the accounts under the Contract which have become surplus to Petroleum Operations and have been leased to mitigate losses;

c) any adjustment received by the CONTRACTOR from the suppliers/manufacturers or their agents in connection with defective equipment or material the cost of which was previously charged by the CONTRACTOR under the Contract;

d) rentals, refunds or other credits received by the CONTRACTOR which apply to any charge which has been made to the accounts under the Contract;

e) proceeds from all sales of surplus Material charged to the account under the Contract, at the net amount actually collected.

2.14 NO DUPLICATION OF CHARGES AND CREDITS

Notwithstanding any provision to the contrary in this Accounting Procedure, it is the intention that there shall be no duplication of charges or credits in the accounts under the Contract.

ARTICLE 3-FINANCIAL REPORTS TO THE MOGE

3.1 The reporting obligations provided for in this Part shall apply to the CONTRACTOR and shall be in the manner indicated hereunder.

3.2 The CONTRACTOR shall submit to MOGE within thirty (30) days of the end of each calendar quarter: -

3.2.1 a report of expenditure and receipts under the Contract analyzed by budget item showing: -

a) actual expenditure and receipts for the quarter in question;

b) actual cumulative expenditure to date;

c) latest forecast of cumulative expenditure at year end;

d) variances between budget expenditure and actual expenditure; and

e) explanations therefor.

3.2.2 cost recovery statement containing the following information: -

a) recoverable petroleum costs brought forward from the previous calendar quarter, if any;

b) recoverable petroleum costs incurred during the calendar quarter;

c) total recoverable petroleum costs for the calendar quarter((a)plus (b)above)

d) quantity and value of Cost Petroleum taken and separately disposed of by the CONTRACTOR for the calendar quarter;

e) amount of Petroleum recovered for the calendar quarter; and

f) amount of recoverable petroleum costs to be carried forward into the next calendar quarter, if any.

3.3 After the commencement of production the CONTRACTOR shall, within thirty (30) days after the end of each month, submit a production report to the MOGE showing for each Development Area the quantity of Petroleum; -

a) held in stocks at the beginning of the month;

b) produced during the month;

c) lifted, and by whom;

d) lost and consumed in Petroleum Operations; and

e) held in stocks at the end of the month.

3.4 A lifting Party shall submit within thirty (30) days after the end of each month, a report to the MOGE stating the quantities and sales value of each Petroleum sales made in that month.

ANNEXURE "D"

This Annexure "D" is attached to and made an integral part of the Contract between MYANMA OIL AND GAS ENTERPRISE and ONGC VIDESH LIMITED AND MACHINERY AND SOLUTIONS COMPANY LIMITED as stated and referred to in Section 5.6 of this Contract.

LETTER OF PARENT COMPANY GUARANTEE

Dated: -----------------

We hereby absolutely and unconditionally guarantee to the Myanma Oil and Gas Enterprise, Ministry of Energy, the Government of the Republic of the Union of Myanmar, that CONTRACTOR Party (…………………………………..) is financially sound and technically competent and shall perform the tasks such as funding necessary capital, assets and supplying machinery, equipment, tools, technicians, specialists and discharge of expenditure obligations undertaken by it through the Onshore Block ……… (……………….... Area) Production Sharing Contract for the exploration, extraction and development works of the Onshore Block ………….(……..Area) of the Republic of the Union of Myanmar and we hereby undertake to discharge all its obligations under this Contract on its failure to perform.

This guarantee shall be effective from the Effective Date of this Production Sharing Contract and shall remain in force to the successive limited periods and up to the last exploration period if extended by the consent of the contracting Parties in accordance with Sections 5.3 and 5.4 of this Contract.

For and on behalf of

____

ANNEXURE "E"

This Annexure "E" is attached to and made an integral part of the Contract between MYANMA OIL AND GAS ENTERPRISE and ONGC VIDESH LIMITED AND MACHINERY AND SOLUTIONS COMPANY LIMITED.

Dated: ------------------

MANAGEMENT PROCEDURE

1. MOGE retains by this Contract all rights of management but recognizes that CONTRACTOR is responsible for the execution of the Work Programme. To obtain the benefits of mutual cooperation and to coordinate their efforts under the Contract, a "Management Committee" (herein called the Committee) shall be established consisting of Four (4) representatives appointed by MOGE, one whom shall act as Chairman of the committee and Three (3) representatives appointed by CONTRACTOR.

2. The initial appointment of representatives to the Committee shall be made by MOGE and by CONTRACTOR, by notice given to other within thirty (30) days after the Commencement of the Operation Date, advising the names of their respective representatives and such appointments may be changed thereafter from time to time by similar notice from the changing party to the other.

3. All decisions required to be taken by the Management Committee shall be taken by the unanimous vote of the representatives present at the meeting, it being understood that no such decisions shall be valid unless at least one representative of MOGE and one representative of the CONTRACTOR is present at the meeting. Decisions taken by the Committee shall be recorded in minutes signed on behalf of both MOGE and CONTRACTOR and shall be binding on the parties hereto.

4. The Committee shall meet whenever required by MOGE or by CONTRACTOR, subject to fifteen (15) days prior notice to its members which notice shall include the agenda for the meeting.

5. The Committee shall have the following functions and responsibilities under this Contract:

   (a) to provide the opportunity for and to encourage the exchange of information, views, ideas and suggestions regarding plans, performance and results obtained under the Contract.

   (b) to review and approve Work Programmes and Budgets proposed by CONTRACTOR, taking into consideration any revisions thereto proposed by MOGE and further revisions by both parties.

(c) to coordinate on all technical, financial, administrative and policy matters of interest to both parties.

(d) in case of discovery of Petroleum to review and approve proposal for the appraisal and development of such discovery.

(e) to consider and act upon recommendations made to the Committee by its sub-committees.

(f) to cooperate towards implementation of the Contract in accordance with its terms.

6. To facilitate the discharge of its functions, the Committee shall appoint sub-committees composed of representatives of both MOGE and the CONTRACTOR such as but not limited to:

   (a) Technical sub-committee to review and consult upon Work Programme and any variation thereof, to supervise all safety procedures to be used in the conduct of Petroleum Operations, to advise the parties on the progress of the current Work Programme, pertaining to exploration, development and production and to perform any other task that the parties may ascribe by common agreement.

   (b) Procurement sub-committee to review and recommend the international tender being applied for purchase of equipment and the selection of sub-contractors and supplies of services for Petroleum Operations hereunder.

   (c) Accounting sub-committee to review the incomes and expenditures related to Petroleum Operations in accordance with this Contract and any questions arising thereto.

   (d) Petroleum Valuation sub-Committee to set the value, the International Market Price FOB Myanmar per barrel of Crude Oil for purposes of Cost Recovery and division of net sales proceeds. The valuation shall be based upon enquiries made by MOGE and CONTRACTOR internationally for the specific type of quality of Crude Oil such as API gravity, sulphur content, viscosity, pour-point, etc. The valuation of Natural Gas will be determined at delivery point to Gas buyer.

ANNEXURE "F"

This Annexure "F" is attached to and made an integral part of the Contract between MYANMA OIL AND GAS ENTERPRISE and ONGC VIDESH LIMITED AND MACHINERY AND SOLUTIONS COMPANY LIMITED.

Dated: ------------------

MEMORANDUM ON PARTICIPATION

The operating agreement between CONTRACTOR and MOGE referred to in Section 19.3 shall embody, inter alia, the following main principles:

1. CONTRACTOR shall be the Sole Operator of the venture under properly defined rights and obligations.

2. Authorized representatives of both parties shall meet periodically for the purpose of conducting the venture's operations. All decisions shall be taken by majority vote except in case of terminating the main Contract which decision shall require the unanimous consent of both parties. However if either of the parties wishes to withdraw from the venture it shall transfer without cost its undivided interest to the other party.

3. Both parties shall have the obligation to provide or cause to be provided their respective proportions of such finance and in such currencies as may be required from time to time by the Operator for the operations envisaged under the main Contract. The effects of a party's failure to meet calls for funds within the prescribed time limits shall be provided.

4. The Operator shall prepare the annual Work Programme and Budgets which shall be submitted to the authorized representative of both parties for decision prior to their submission to MOGE in accordance with the provisions of the main Contract.

5. In respect of any exploratory drilling operation a "Sole Risk" provision shall be made which assure MOGE that it does not have to participate in such operation if it were to disagree to the inclusion of such operation in the Work Programme and Budget and which in case of success adequately compensates CONTRACTOR for the cost and risk incurred by the latter.

6. Subject to adequate lifting tolerances each Party shall offtake at CONTRACTOR's point of export its production entitlement. However, if MOGE is not in a position to market such quantity wholly or partly it shall in respect of the quantity which it cannot market itself have the option under an adequate notification procedure, either to require CONTRACTOR to purchase that quantity, or to lift that quantity at a later date under an adequate procedure within the period of time defined in such related procedures.

7. If Natural Gas (associated gas and non-associated gas) is encountered in commercial quantities, special provisions shall be drawn having due regard inter alia, to the long term character of Natural Gas supply Contracts.

ANNEXURE "G"

This Annexure "G" is attached to and made an integral part of the Contract between MYANMA OIL AND GAS ENTERPRISE and ONGC VIDESH LIMITED AND MACHINERY AND SOLUTIONS COMPANY LIMITED as stated and referred to in Section 5.6 of this Contract.

PERFORMANCE BANK GUARANTEE

Dated:

[SEAL]

Letter of Guarantee No.

………………..

Dear Sirs,

By order of …………………… Bank, and for account of ………………… we hereby issue a guarantee under their counter guarantee No………….dated ………. for Euro / U.S. ……….. (Euro/U.S. …………………….. only) as follows;-

WHEREAS THE **MYANMA OIL AND GAS ENTERPRISE**, NAY PYI TAW, MYANMAR (HEREINAFTER CALLED THE MOGE) HAS ENTERED INTO A PRODUCTION SHARING CONTRACT WITH ……….. (HEREINAFTER CALLED THE CONTRACTOR) ON …………. FOR THE PETROLEUM OPERATIONS OF……. IN 3/BLOCK NO. ……………. DATED ……………… (HEREINAFTER CALLED THE PSC) AND IN THE EVENT, …………….THE CONTRACTOR BECOMES LIABLE TO MOGE ANY SUM OR SUMS OF MONEY DUE TO THE FAILURE OF THE CONTRACTOR TO EXECUTE AND PERFORM. ITS MINIMUM EXPENDITURE COMMITMENT FOR IN THE PSC, 1/ WE HEREBY IRREVOCABLE AND UNCONDITIONALLY GUARANTEE TO PAY MOGE WITHIN (10) WORKING DAYS THE AMOUNT EQUAL TO TEN (10) PERCENT OF THE AGGREGATE VALUE OF ITS MINIMUM EXPENDITURE COMMITMENT OF INITIAL EXPLORATION PERIOD UNDER SECTION 5.2 OF PSC CLAIMED BY MOGE, 2/ **ON YOUR FIRST WRITTEN DEMAND ACCOMPANIED BY YOUR WRITTEN DECLARATION** THAT THE CONTRACTOR HAS 3/ **FAILED TO EXECUTE AND PERFORM ANY OF THE OBLIGATIONS** UNDER THE TERMS AND CONDITIONS OF THE AFORESAID CONTRACT.

1/ The Obligation of Guarantee

2/ Condition of Beneficiary's Demand

3/ Guarantee Amount, Contract No., Expiry, Condition of Beneficiary's Demand if failed to comply with contract terms

OUR LIABILITY HEREUNDER IS NOT TO EXECEED IN THE AGGREGATE THE SUM OF 3/ EURO/US$ ………………../- (………………………………… ONLY) BEING THE TEN PERCENT (10 PERCENT) OF THE AGGREGATE VALUE OF ITS MINIMUM EXPENDITURE COMMITMENT OF INITIAL EXPLORATION PERIOD UNDER SECTION 5.2 OF PSC. A DEMAND FOR REFUND AMOUNT SHALL BE MADE IN WRITING AND SUBSTANTIATED WITH RESPECTIVE DOCUMENTS.

THIS PERFORMANCE BANK GUARANTEE ISSUE IN THE FORM OF BANK GUARANTEE BY US. ON THE ACCOUNT OF THE CONTRACTOR, SHALL BE EXPIRED THREE (3) YEARS FROM THE DATE OF ISSUE OF THIS 3/ PERFORMANCE GUARANTEE.

ALL CLAIMS UNDER THIS GUARANTEE MUST RECEIVED BY US IN MYANMAR ON OR BEFORE THE EXPIRY DATE, AFTER WHICH THIS GUARANTEE SHALL BE VOID AND NO CLAIM FOR PAYMENT SHALL BE PERMITTED OR ENTERED BY US NOTWITHSTANDING THAT THIS GUARANTEE MAY NOT HAVE BEEN RETURNED TO US FOR CANCELLATION.

THIS GUARANTEE IS NOT TRANSFERABLE OR ASSIGNABLE.

THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE REPUBLIC OF SINGAPORE. BY ACCEPTANCE HEREOF, YOU IRREVOCABLY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE SINGAPORE COURTS.

Our liability under this Guarantee is limited to the sum of EURO/US$ …………… /- (EURO/$ ……………………………….only) and any claim hereunder must be submitted in writing to this office, during normal banking hours, within the validity of this guarantee.

This guarantee must be returned to us for cancellation as soon as it expires.

Yours faithfully,

COUNTERSIGNED

FOR MYANMA FOREIGN TRADE BANK

MANAGER
FINANCING & GUARANTEE DEPT

ASSITANT MANAGER
GUARANTEE DEPT

နောက်ဆက်တွဲ-င

JM : FAX NO. :

လျှို့ဝှက်

၁၉၆

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

သမ္မတရုံး

စာအမှတ်၊ ၂၆ (၆၉) / ၁ / သမ္မတရုံး

ရက်စွဲ၊ ၂၀၁၃ ခုနှစ်၊ အောက်တိုဘာလ ၂၄ ရက်

သို့

စွမ်းအင်ဝန်ကြီးဌာန

အကြောင်းအရာ။ **လစ်လပ်လျက်ရှိသော ကုန်းပိုင်းလုပ်ကွက်များအတွက် ဒုတိယအကြိမ် Myanmar Onshore Blocks Bidding Round ဆောင်ရွက်ပြီးစီးမှု အခြေအနေတင်ပြခြင်းကိစ္စ**

ရည် ညွှန်း ချက်။ လိပ်မူပါဝန်ကြီးဌာန၏ ၁၈-၁၀-၂၀၁၃ ရက်စွဲပါစာအမှတ်၊ ၀၁၂/၃၂၁/ထ(၈၇၆/၂၀၁၃)

မြန်မာ့ရေနံနှင့်သဘာဝဓာတ်ငွေ့လုပ်ငန်း၏ လစ်လပ်လျက်ရှိသော ကုန်းပိုင်းလုပ်ကွက် (၁၈) ကွက်ကို ဒုတိယအကြိမ် Myanmar Onshore Blocks Bidding Round ခေါ်ယူဆောင်ရွက်ပြီးစီးမှုအခြေအနေ၊ ဆက်လက်ဆောင်ရွက်မည့်လုပ်ငန်းစဉ်များနှင့်စပ်လျဉ်း၍ ရည်ညွှန်းပါစာဖြင့် တင်ပြမှုအပေါ် နိုင်ငံတော်သမ္မတက ခွင့်ပြုပါသဖြင့် လုပ်ထုံးလုပ်နည်းနှင့်အညီ ဆောင်ရွက်နိုင်ပါရန် ပြန်ကြားအပ်ပါသည်။

ရဲမင်း
ဒုတိယညွှန်ကြားရေးမှူးချုပ်

မိတ္တူ။
နိုင်ငံတော်သမ္မတရုံး
ပြည်ထောင်စုအစိုးရအဖွဲ့ရုံး
ရုံးလက်ခံ

နောက်ဆက်တွဲ(စ)

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

ပြည်ထောင်စုရှေ့နေချုပ်ရုံး

နေပြည်တော်

စာအမှတ်၊ ၂ (၅) ၈ - ၆၉ /နပတ(၂၈၈)

ရက်စွဲ ၊ ၂၀၁၄ ခုနှစ်၊ မတ်လ ၃၁ ရက်

အကြောင်းအရာ။ **ကုန်းပိုင်းလုပ်ကွက် EP-3 (သဲကုန်း-ရွှေကူဒေသ)တွင်ရေနံနှင့် သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ခြင်း ဆောင်ရွက်ရန်အတွက် Production Sharing Contract (မူကြမ်း) အပေါ် သဘောထားမှတ်ချက် ပေးပါရန်ကိစ္စ**

ရည် ညွှန်း ချက် ။ စွမ်းအင်ဝန်ကြီးဌာန၏ ၁၁-၃-၂၀၁၃ ရက်စွဲပါစာအမှတ်၊ ၀၀၈/၈၈၃/ထ (၂၀၆ /၂၀၁၄)

၁။ စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့်သဘာဝဓါတ်ငွေ့လုပ်ငန်း၏ကုန်းတွင်းပိုင်းလုပ်ကွက် EP-3 (သဲကုန်း-ရွှေကူဒေသ)တွင် ရေနံနှင့်သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ခြင်းဆောင်ရွက်ရန် တင်ဒါအောင်မြင်သော ကုမ္ပဏီများအနက်မှ ONGC Videsh Limited နှင့် Machinery and Solutions Company Limited တို့သည် မြန်မာ့ရေနံနှင့် သဘာဝဓာတ်ငွေ့ လုပ်ငန်းနှင့် ကုန်းပိုင်းလုပ်ကွက် EP-3 တွင် ရေနံနှင့် သဘာဝဓါတ်ငွေ့ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေးလုပ်ငန်းများ ဆောင်ရွက်ရန် ချုပ်ဆိုဆောင်ရွက်မည့် Production Sharing Contract for the Exploration and Production of Petroleum (PSC)(မူကြမ်း)အပေါ် သဘောထားမှတ်ချက် ပေးပါရန် ရည်ညွှန်းချက်ပါစာဖြင့် မေတ္တာရပ်ခံလာသောကိစ္စဖြစ်ပါသည်။

၂။ ပူးတွဲပေးပို့လာသော စာချုပ်(မူကြမ်း)သည် ဤရုံး၏ ၃၀-၁-၂၀၁၄ ရက်စွဲပါ စာအမှတ်၊ ၂(၅)၈-၂၈ /နပတ(၉၄)ဖြင့် အကြံပြုပြန်ကြားခဲ့သော ကုန်းတွင်းလုပ်ကွက် MOGE-3

တွင် ထုတ်လုပ်မှုအပေါ်ခွဲဝေခံစားသည့်စနစ်ဖြင့် ရေနံနှင့် သဘာဝဓါတ်ငွေ့ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ရေးလုပ်ငန်းများကို မြန်မာရေနံနှင့်သဘာဝဓာတ်ငွေ့လုပ်ငန်းနှင့် PTTEP South Asia Limited ၊ Palang Sophon Offshore Pte. Ltd နှင့် Win Precious Resources Pte. Ltd . တို့အကြား ချုပ်ဆိုမည့် စာချုပ် (မူကြမ်း) ပုံစံနှင့် အလားတူ ပြုစုထားသည်ကို တွေ့ရှိရပါသည်။

၃။ ပူးတွဲပေးပို့လာသော စာချုပ်(မူကြမ်း)ကို ဥပဒေရှုထောင့်မှလေ့လာစိစစ်ပြီး အောက်ပါအတိုင်း သုံးသပ်အကြံပြုအပ်ပါသည် -

(က) စာချုပ်(မူကြမ်း) ပါ စာပိုဒ်များ၌ ရည်ညွှန်းထားသော Sections များ မှန်ကန်မှုရှိစေရန် ဌာနမှ ပြန်လည်စိစစ်ရန်လိုအပ်ပါသည်၊

(ခ) စာချုပ်(မူကြမ်း) စာချုပ်ဝင်များအပိုဒ်အောက်တွင် ဖော်ပြထားသော စာချုပ်ဝင်များသည် တစ်ဦးချင်းသော်လည်းကောင်း၊ ပူးတွဲ၍သော် လည်းကောင်း တာဝန်ရှိ ကြောင်း အပိုဒ်ကို Section 17.2 ပါ Contractor ၏ Obligation တွင် စည်းကမ်းချက်တစ်ရပ်အဖြစ် ထည့်သွင်းသင့်ပါ သည်၊

(ဂ) စာချုပ်(မူကြမ်း) Section 2.6 နှင့် Section 11.1 တို့တွင် လုပ်ငန်း စတင်ဆောင်ရွက်သည့်နေ့(Commencement of the Operation Date) မှ ရက်(၃၀)အတွင်း Contractor ကလက်မှတ်ရေးထိုးဆုကြေးငွေ(Signature Bonus) ပေးရန်ဖော်ပြထားပါသည်။ လုပ်ငန်းစတင်ခြင်းမရှိမချင်း လက်မှတ်ရေးထိုးဆုကြေးငွေမရနိုင်သည့် သဘောဖြစ်နေသည်ကို ဌာနမှသတိပြုသင့် ပါသည်၊

(ဃ) စာချုပ်(မူကြမ်း) Section 8 Development and Production ၊ အပိုဒ်ခွဲ 8.3(b) ၌ Development Plan ထဲတွင် Contract Area အတွင်းသာမက Contract Area ပြင်ပ (----within and outside of the Contract Area) ပါ ပါဝင်ကြောင်းဖော်ပြထားသည်ကို တွေ့ရှိရ ပါသည်။ Development Plan

သည် Annexure A နှင့် B တွင် ဖော်ပြထားသော Contract Area အတွင်း၌သာ ဆောင်ရွက်ရမည် ဖြစ်ပါသောကြောင့် "outside of the Contract Area" ဟူသော စာသားကိုပယ်ဖျက်သင့်သည်ဟုယူဆ၍ ဌာနမှ ပြန်လည်စိစစ်သင့်ပါသည်၊

(ဂ) စာချုပ်(မူကြမ်း) Section 22 Consultation and Arbitration အပိုဒ်ခွဲ 22.2 ၌ "In the event that such dispute cannot be settled amicably in a reasonable time," ဟူ၍ ဖော်ပြထားရာ နှောင်အကြင်းပွားမှုမဖြစ်စေရန်အတွက် "reasonable time" စာသားအစား အချိန်ကာလ သတ်မှတ်ဖော်ပြသင့်ပါသည်၊

(ဃ) စာချုပ်(မူကြမ်း) Section 26 နှင့် Annexure C ပါ Accounting Procedure တို့နှင့်စပ်လျဉ်း၍ ပြည်ထောင်စုစာရင်းစစ်ချုပ်ရုံး၏ သဘောထားမှတ်ချက်ကို ရယူသင့်ပါသည်၊

(င) စာချုပ်(မူကြမ်း) Annexure G တွင် အဆိုပါ Annexure G သည် စာချုပ်၏ Section 5.6 ကို ရည်ညွှန်း ထားကြောင်းဖော်ပြထားသော် လည်း Section 5.6 ၌ "Annexure G" အား ရည်ညွှန်းဖော်ပြထား ခြင်း မရှိ၍ ဌာနမှပြန်လည်စိစစ်သင့်ပါသည်၊

(စ) လိုအပ်သောနေရာအချို့တွင် မင်နီဖြင့် ဖြည့်စွက်ပေးလိုက်ပါသည်။

၄။ ဤစာချုပ်(မူကြမ်း)ကို ပြည်ထောင်စုရှေ့နေချုပ်ဥပဒေနှင့်အညီ ဥပဒေကြောင်း အရသာ ဥပဒေအကြံဉာဏ်ပေးခြင်းဖြစ်ပါသည်။ ဥပဒေရေးရာမဟုတ်သည့် စီမံရေးရာ၊ ဘဏ္ဍာရေးရာ၊ ကျွမ်းကျင်မှုဆိုင်ရာကိစ္စရပ်များကို ဤရုံးအနေဖြင့် မှတ်ချက်ပေးရန်မရှိပါကြောင်းနှင့် ယင်းကိစ္စရပ်

များနှင့်စပ်လျဉ်း၍ သက်ဆိုင်ရာကျွမ်းကျင်သူများနှင့် ဆွေးနွေးညှိနှိုင်းဆောင်ရွက်ရန် အကြံပြု ပါသည်။

၅။ ရေနံနှင့်သဘာဝဓါတ်ငွေ့ရှာဖွေ၊ ထုတ်လုပ်၊ ဝယ်ယူရောင်းချခြင်းလုပ်ငန်းနှင့် သဘာဝ ဓာတ်ငွေ့ထွက်ပစ္စည်းများထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်းသည် နိုင်ငံတော်ပိုင်စီးပွားရေးလုပ်ငန်း များဥပဒေပုဒ်မ ၃ အရ နိုင်ငံတော်အစိုးရကသာ နိုင်ငံတော်ပိုင် စီးပွားရေးလုပ်ငန်းအဖြစ် ဆောင်ရွက် နိုင်ခွင့်ရှိသဖြင့် ယခုစာချုပ်(မူကြမ်း)ပါ လုပ်ငန်းများကို ဆောင်ရွက်နိုင်ရန် ဖော်ပြပါ ဥပဒေပုဒ်မ ၄ အရ အစိုးရအဖွဲ့၏ အမိန့်ကြော်ငြာစာဖြင့် ခွင့်ပြုချက်ရယူရန် လိုအပ်မည်ဖြစ် ပါသည်။

၆။ ONGC Videsh Limited နှင့် Machinery and Solutions Company Limited တို့ သည် သက်ဆိုင်ရာ နိုင်ငံ၏ဥပဒေအရ တရားဝင်ဖွဲ့စည်းထားသော ကုမ္ပဏီ ဟုတ် မဟုတ်၊ စာချုပ်ပါလုပ်ငန်းကိုလုပ်ကိုင်နိုင်ခွင့်နှင့် လုပ်ကိုင်နိုင်စွမ်းရှိ မရှိ၊ ငွေကြေးအင်အား ပြည့်စုံမှုရှိ မရှိ၊ စာချုပ်တွင် လက်မှတ်ရေးထိုးမည့်သူသည် တရားဝင်လွှဲအပ်ခြင်းခံရသူဟုတ် မဟုတ်စသည်တို့ အတွက်သက်ဆိုင်ရာစာရွက်စာတမ်းများတောင်းယူစိစစ်သင့်ပါသည်။

၇။ ဤ စာချုပ်(မူကြမ်း)ကို လက်မှတ်ရေးထိုးပြီးပါက မှတ်တမ်းတင်ထားနိုင်ရန် အတွက် ဤရုံးသို့ မိတ္တူ (၃) စောင်ပေးပို့ပါရန် မေတ္တာရပ်ခံအပ်ပါသည်။

(signature) ၂၇/၃/၂၀၁၄

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(မေသီလင်း၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်)

စွမ်းအင်ဝန်ကြီးဌာန

နောက်ဆက်တွဲ(ဆ)

၂၀၀

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

ပြည်ထောင်စုစာရင်းစစ်ချုပ်ရုံး

စာအမှတ်၊ စဆ-၆ /၁၄၀(၂၁၇ / ၂၀၁၄)

ရက်စွဲ ၊ ၂၀၁၄ ခုနှစ်၊ မတ် လ ၂၄ ရက်

သို့

ဦးဇေယျာအောင်
ပြည်ထောင်စုဝန်ကြီး
စွမ်းအင်ဝန်ကြီးဌာန

အကြောင်းအရာ ။ **ကုန်းပိုင်းလုပ်ကွက် EP-3 (သဲကုန်း-ရွှေကူဒေသ) တွင် ချုပ်ဆိုမည့် စာချုပ် (မူကြမ်း) နှင့်စပ်လျဉ်း၍သဘောထားမှတ်ချက်တောင်းခံခြင်းကိစ္စ**

ရည်ညွှန်းချက် ။ လိပ်မူပါရုံး၏ ၁၇-၃-၂၀၁၄ ရက်စွဲပါစာအမှတ်၊ ၀၀၈/၈၈၃/ထ(၂၃၅/၂၀၁၄)

၁။ စွမ်းအင်ဝန်ကြီးဌာန၊မြန်မာ့ရေနံနှင့်သဘာဝဓာတ်ငွေ့လုပ်ငန်း၏ကုန်းပိုင်းလုပ်ကွက်EP-3 (သဲကုန်း-ရွှေကူဒေသ)တွင် ရေနံနှင့်သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ခြင်း ဆောင်ရွက်ရန် အတွက် မြန်မာ့ရေနံနှင့်သဘာဝဓာတ်ငွေ့လုပ်ငန်းနှင့် အိန္ဒိယနိုင်ငံတွင် မှတ်ပုံတင်ထားသည့် ONGC Videsh Limited နှင့် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်တွင် မှတ်ပုံတင်ထားသည့် Machinery and Solutions Company Limited တို့အကြား ချုပ်ဆိုမည့် Production Sharing Contract for the Exploration and Production of Petroleum စာချုပ် (မူကြမ်း) အပေါ် သဘောထား မှတ်ချက်ပေးရန် ရည်ညွှန်းချက်ပါစာဖြင့် တောင်းခံလာပါသည်။

၂။ သို့ဖြစ်ပါ၍ Section-26 ပါ Books and Accounts and Audits နှင့် ANNEXURE "C" ပါ "Accounting Procedure" များနှင့်ပတ်သက်၍ ဤရုံးမှ သဘောထားမှတ်ချက်ဖော်ပြရန် မရှိပါ ကြောင်း ပြန်ကြားအပ်ပါသည်။

သိန်းထိုက်
ပြည်ထောင်စုစာရင်းစစ်ချုပ်

မိတ္တူ
ရုံးလက်ခံ
မျှော

နောက်ဆက်တွဲ(၈)

ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အစိုးရ
ဘဏ္ဍာရေး ဝန်ကြီးဌာန
ဝန်ကြီးရုံး

စာအမှတ်၊ ဘခ-၁/ ၂၇၄(၁၆၀၆ / ၂၀၁၄)

ရက်စွဲ ၊ ၂၀၁၄ ခုနှစ်၊ မတ်လ ၂၆ ရက်

သို့

ပြည်ထောင်စုဝန်ကြီး
စွမ်းအင်ဝန်ကြီးဌာန

အကြောင်းအရာ။ **သဘောထားမှတ်ချက်ပြန်ကြားခြင်းကိစ္စ**

ရည် ညွှန်း ချက် ။ စွမ်းအင်ဝန်ကြီးဌာန၏ ၁၁-၃-၂၀၁၄ ရက်စွဲပါစာအမှတ်၊ ၀၀၈/၈၈၃/ထ (၂၀၇/ ၂၀၁၄)

၁။ စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့်သဘာဝဓါတ်ငွေ့လုပ်ငန်း(MOGE)သည် ONGC Videsh Limited နှင့် Machinery and Solutiions Company Limited တို့နှင့် ပူးပေါင်း၍ ကုန်းပိုင်းလုပ်ကွက် EP-3 (သဲကုန်း-ရွှေကူဒေသ)တွင် ရေနံနှင့်သဘာဝဓါတ်ငွေ့ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ခြင်းဆောင်ရွက်ရန်အတွက် လက်မှတ်ရေးထိုးမည့် Production Sharing Contract for Exploration and Porduction of Petroleum စာချုပ်(မူကြမ်း)အပေါ် ဤဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက်မှာအောက်ပါအတိုင်းဖြစ်ပါသည်-

(က) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ခွင့်ပြုချက်ရယူရန် လိုအပ်ပြီး နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့် နည်းဥပဒေ၊ မြန်မာနိုင်ငံသားများရင်းနှီးမြှုပ်နှံမှုဥပဒေများနှင့်အညီ ဆောင်ရွက်သင့်ပါသည်။

(ခ) စာချုပ်မူကြမ်းအပိုဒ်(၂၃.၇)အရ ငွေပေးချေမှုများကို အမေရိကန်ဒေါ်လာဖြင့် ပေးချေရမည်ဟု ဖော်ပြထားရာ အမေရိကန်ဒေါ်လာဖြင့် ပေးချေပါက ငွေပေးချေမှုအဆင်ပြေစေရန် မြန်မာ့ရေနံနှင့်သဘာဝဓါတ်ငွေ့လုပ်ငန်း၏ မည်သည့် USD A/C သို့ ပေးချေရမည်ကို ငွေလက်ခံမည့်ဘဏ်နှင့် ငွေစာရင်းအမှတ်များ ကြိုတင်ညှိနှိုင်းထားသင့်ပါသည်။

(ဂ) Performance Bank Guarantee ပုံစံ Annexure "G" တွင် စာချုပ်တန်ဖိုးအပြည့်ကို ကန်ထရိုက်တာမှ ရရှိမှသာ Performance Bank Guarantee သည် အသက်ဝင်ကြောင်းဖော်ပြထားရာ မြန်မာ့ရေနံနှင့်သဘာဝဓါတ်ငွေ့လုပ်ငန်းသည် ကန်ထရိုက်စာချုပ်တန်ဖိုးအပြည့် ပေးချေပြီးမှသာ လျော်ကြေးတောင်းခံနိုင်မည်ဖြစ်ပါသဖြင့် အဆိုပါအပိုဒ်ကို ပယ်ဖျက်၍ Performance Bank Guarantee ထုတ်ပေးသည့်နေ့တွင် အသက်ဝင်ကြောင်း ပြင်ဆင်ဖော်ပြသင့်ပါသည်။

လျှို့ဝှက်

(ဃ) အဆိုပါ စီမံကိန်းနှင့်ပတ်သက်၍ စွမ်းအင်ဝန်ကြီးဌာနမှ ရရှိသည့်ဝင်ငွေများအား သက်ဆိုင်ရာဘဏ္ဍာရေးနှစ်၏ ရသုံးခန့်မှန်းခြေငွေစာရင်းတွင် ထည့်သွင်းလျာထားရမည်ဖြစ်ပါသည်။

(င) အဆိုပါစီမံကိန်းနှင့် ပတ်သက်၍ MOGE မှ ကျခံရမည့် အသုံးစရိတ်များရှိပါက သက်ဆိုင်ရာဘဏ္ဍာရေးနှစ်တွင် ထည့်သွင်းလျာထားရမည်ဖြစ်ပြီး အဆိုပါ လျာထားချက်ကို ပြည်ထောင်စုလွှတ်တော်၏ ခွင့်ပြုချက်ရရှိမှသာ ကျခံသုံးစွဲနိုင်မည်ဖြစ်ပါသည်။

(စ) Contractor များမှ Personal Use အဖြစ် တင်သွင်းလာသည့် ပစ္စည်းများနှင့် ပတ်သက်၍ အကောက်ခွန်ဦးစီးဌာန၏ ၁၀-၈-၂၀၁၂ ရက်စွဲပါ၊ အမိန့်ကြော်ငြာစာဖြင့် ထုတ်ပြန်ထားသည့် ခရီးသည်ကိုယ်သုံးဝန်စည်များကိုသာ အခွန်ကင်းလွတ်ခွင့်ရရှိမည်ဖြစ်ပါသည်။

(ဆ) မြန်မာနိုင်ငံအတွင်း ကိုယ်ပိုင်အသုံးပြုရန် တင်သွင်းလာသည့် မော်တော်ယာဉ်များအတွက် Contractor မှ ကျသင့်သည့် အခွန်အခများအား ပေးဆောင်ရာတွင် အကောက်ခွန်ဦးစီးဌာနမှ ပြဋ္ဌာန်းထားသည့် လုပ်ထုံးလုပ်နည်းများနှင့်အညီ ဆောင်ရွက်ရမည်ဖြစ်ပါသည်။

(ဇ) လုပ်ငန်းအတွက်လိုအပ်၍ Drawbacks စနစ်ဖြင့် တင်သွင်းလာမည့် ပစ္စည်းများနှင့် ပတ်သက်၍ ပင်လယ်အကောက်ခွန်အက်ဥပဒေပုဒ်မ ၄၂ နှင့် အကောက်ခွန်ဦးစီးဌာန၏ အမြဲတမ်းအမိန့်(၂/၂၀၁၃)တို့အား လိုက်နာကျင့်သုံးဆောင်ရွက်ရန် လိုအပ်မည်ဖြစ်ပါသည်။

(ဈ) အခွန်ဆိုင်ရာကိစ္စရပ်များနှင့်စပ်လျဉ်း၍ တည်ဆဲအခွန်ဆိုင်ရာဥပဒေ၊ နည်းဥပဒေ၊ စည်းမျဉ်းနှင့် အမိန့်ကြော်ငြာစာများပါ ပြဋ္ဌာန်းချက်များနှင့်အညီ လိုက်နာဆောင်ရွက်ရန် ဖြစ်ပါသည်။

၂။ လိုအပ်သလိုဆောင်ရွက်နိုင်ပါရန် ပြန်ကြားအပ်ပါသည်။

ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)
(ဒေါက်တာမောင်မောင်သိမ်း ၊ ဒုတိယဝန်ကြီး)

လျို့ဝှက်

၂၀၄

မိတ္တူကို-

မြန်မာနိုင်ငံခြားကုန်သွယ်မှုဘဏ်
ရသုံးမှန်းခြေငွေစာရင်းဦးစီးဌာန
ပြည်တွင်းအခွန်များဦးစီးဌာန
အကောက်ခွန်ဦးစီးဌာန

လျို့ဝှက်

နောက်ဆက်တွဲ-ဈ

၂၀၅

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
အမျိုးသားစီမံကိန်း နှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှု ဝန်ကြီးဌာန
ပြည်ထောင်စုဝန်ကြီးရုံး

စာအမှတ်၊ အမစ- ၁/ ၃/ ၉ (၁၈၀၂ / ၂၀၁၄)
ရက်စွဲ၊ ၂၀၁၄ ခုနှစ်၊ ဧပြီလ ၁၁ ရက်

သို့
စွမ်းအင်ဝန်ကြီးဌာန

အကြောင်းအရာ။ **မြန်မာ့ရေနံနှင့် သဘာဝဓါတ်ငွေ့လုပ်ငန်း နှင့် ONGC Videsh Ltd., နှင့် Machinery and Solutions Co. Ltd., တို့အကြား လက်မှတ်ရေးထိုးချုပ်ဆိုမည့် Production Sharing Contract for Exploration and Production of Petroleum စာချုပ် (မူကြမ်း) အပေါ် သဘောထားမှတ်ချက်ပေးရန် ကိစ္စ**

ရည်ညွှန်းချက် ။ စွမ်းအင်ဝန်ကြီးဌာန၏ ၁၁-၃-၂၀၁၄ ရက်စွဲပါ စာအမှတ်၊ ၀၀၈/၈၈၃/ထ (၂၀၈ / ၂၀၁၄)

၁။ မြန်မာ့ရေနံနှင့် သဘာဝဓါတ်ငွေ့လုပ်ငန်း နှင့် ONGC Videsh Ltd., နှင့် Machinery and Solutions Co. Ltd., တို့အကြား လက်မှတ်ရေးထိုးချုပ်ဆိုမည့် Production Sharing Contract for Exploration and Production of Petroleum စာချုပ် (မူကြမ်း) အပေါ် အောက်ပါသဘောထားမှတ်ချက် ပေးပို့အပ်ပါသည်-

(က) စာချုပ် (မူကြမ်း)တွင် မြန်မာ့ရေနံနှင့် သဘာဝဓါတ်ငွေ့လုပ်ငန်း နှင့် ONGC Videsh Ltd., နှင့် Machinery and Solutions Co. Ltd., တို့အကြား ကုန်းပိုင်းလုပ်ကွက် EP-3 (Thegon - Shwegu Area) တွင် ရေနံနှင့်သဘာဝဓါတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ခြင်းလုပ်ငန်း ဆောင်ရွက်ရန်အတွက် လက်မှတ်ရေးထိုး ချုပ်ဆိုမည်ဖြစ်ကြောင်း ဖော်ပြပါရှိသည်။

(ခ) စာချုပ် (မူကြမ်း)တွင် အဓိပ္ပာယ်ဖွင့်ဆိုချက်၊ အကျယ်အဝန်း၊ စာချုပ်သက်တမ်း၊ စွန့်လွှတ်ခြင်း၊ အနည်းဆုံးအသုံးစရိတ်ကတိကဝတ်၊ လုပ်ငန်းအစီအစဉ်နှင့်အသုံးစရိတ်၊ ရှာဖွေခြင်းနှင့် အကဲဖြတ်ခြင်း၊ ဖွံ့ဖြိုးတိုးတက်မှုနှင့် ထုတ်လုပ်ခြင်း၊ ကုန်ကျစရိတ် ပြန်လည်ရယူခြင်းနှင့် အမြတ်ခွဲဝေယူခြင်း၊ မူပိုင်ခ၊ အပိုဆုကြေး၊ ရေနံတန်ဖိုးဖြတ်ခြင်း၊ သဘာဝဓါတ်ငွေ့၊ ပြည်တွင်းရေနံစိမ်း နှင့် သဘာဝဓါတ်ငွေ့လိုအပ်ချက်၊ အလုပ်သမား ခန့်ထားခြင်းနှင့်သင်တန်းပို့ချခြင်း၊ ပစ္စည်းများ၏ပိုင်ဆိုင်ခွင့်၊ MOGEနှင့်ကန်ထရိုက်တာ၏ အခွင့်အရေးနှင့်တာဝန်များ၊ စီမံခန့်ခွဲမှု ကော်မတီဖွဲ့စည်းခြင်း၊ နိုင်ငံတော်မှပါဝင် ဆောင်ရွက်ခြင်း၊ မလွန်ဆန်နိုင်သောဖြစ်ရပ်များ၊ လွှမ်းမိုးသည့်ဥပဒေ၊ စီရင်ပိုင်ခွင့် နှင့် မလွှဲပြောင်းနိုင်သော အခွင့်အရေး၊ ညှိနှိုင်းတိုင်ပင်ခြင်းနှင့် ခုံသမာဓိနည်းဖြင့် ဖြေရှင်းခြင်း၊ ဘဏ်လုပ်ငန်း၊ အာမခံ၊ စာချုပ်ရပ်စဲခြင်း၊ ငွေစာရင်းနှင့် ဘဏ် စာရင်းနှင့် စာရင်းစစ်ခြင်း၊ အထွေထွေပြဋ္ဌာန်းချက်များ အဓိကပါဝင်သည်ကို တွေ့ရှိ ရပါသည်။ ကုမ္ပဏီ ဖွဲ့စည်းတည်ထောင်ဆောင်ရွက်ခြင်း ကိစ္စနှင့်စပ်လျဉ်း၍ နိုင်ငံတော်၏

လို့၃က်

သက်ဆိုင်ရာ တည်ဆဲဥပဒေ စည်းမျဉ်းစည်းကမ်းများကို လိုက်နာဆောင်ရွက်ရန် လိုအပ်မည်ဖြစ်ကြောင်း ဖော်ပြအပ်ပါသည်။

(ဂ) စာချုပ်(မူကြမ်း) ပုဒ်မ (၃)တွင် သက်တမ်းကာလကို ဖော်ပြရာ၌ ပြင်ဆင်ချိန်ကာလ (၆)လ၊ ရှာဖွေရေးကာလ (၃)နှစ်၊ ထုတ်လုပ်မှုစတင်သည့်အချိန်မှ အနှစ်(၂၀)ဖြစ်ကြောင်း ဖော်ပြထားပါသည်။

(ဃ) စာချုပ်(မူကြမ်း) ပုဒ်မ (၅) အပိုဒ်ခွဲ (၅-၆)တွင် ကန်ထရိုက်တာကုမ္ပဏီမှ မြန်မာ့ရေနံနှင့်သဘာဝဓါတ်ငွေ့လုပ်ငန်းသို့ လုပ်ငန်းဆောင်ရွက်မှု ဘဏ်အာမခံကြေး (PBG) ပေးသွင်းခြင်း၊ ပုဒ်မ (၁၇)တွင် ကန်ထရိုက်တာကုမ္ပဏီက ရေနံစတင်ရောင်းချချိန်မှ စ၍ပေးဆောင်ရန်ရှိသော အခွန်အခများကို ပေးဆောင်မည်ဖြစ်ကြောင်း ဖော်ပြထားသဖြင့် သင့်မြတ်မှုရှိပါသည်။

(င) စာချုပ်(မူကြမ်း) ပုဒ်မ (၉)တွင် ထုတ်လုပ်ရရှိသည့် ရေနံများအပေါ် စာချုပ်ဝင်ပုဂ္ဂိုလ်များဖြစ်ကြသည့် MOGE နှင့် ကန်ထရိုက်တာကုမ္ပဏီများအကြား သတ်မှတ်ထားသည့် ရေနံပမာဏအလိုက် အချိုးကျအကျိုးအမြတ် ခွဲဝေမည်ဖြစ်ကြောင်း ဖော်ပြထားသည့်အတွက် သင့်မြတ်မှုရှိပါသည်။

(စ) စာချုပ် (မူကြမ်း) အပိုဒ်(၂၂)တွင် စာချုပ်ဝင်ပုဂ္ဂိုလ်များအကြား အငြင်းပွားမှုပေါ်ပေါက်လာလျှင် ၁၉၄၄ ခုနှစ်၊ မြန်မာနိုင်ငံ အနုညာတစီရင်ဆုံးဖြတ်ခြင်း အက်ဥပဒေအရ လိုက်နာဆောင်ရွက်မည်ဖြစ်ကြောင်း ဖော်ပြထားသဖြင့် သင့်မြတ်မှုရှိပါသည်။

(ဆ) စာချုပ် (မူကြမ်း)ပါ သတ်မှတ်ချက်များသည် ၂၀၁၂ ခုနှစ်အတွင်း မြန်မာ့ရေနံနှင့်သဘာဝဓါတ်ငွေ့လုပ်ငန်းနှင့် နိုင်ငံခြားကုမ္ပဏီများအကြား ကုန်းပိုင်းလုပ်ကွက်များအတွက်လက်မှတ်ရေးထိုးခဲ့သည့် Production Sharing Contract များပါ သတ်မှတ်ချက်များကို အခြေခံရေးဆွဲထားသည်ကို တွေ့ရှိရပါသည်။

(ဇ) စာချုပ်(မူကြမ်း)ပါ စီမံကိန်းလုပ်ငန်းများ အကောင်အထည်ဖော် ဆောင်ရွက်ရာတွင် တည်ဆဲ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဥပဒေ (၂၀၁၂) နှင့်အညီ ဆောင်ရွက်ရန် ဖြစ်ပါသည်။

(ဈ) စာချုပ် (မူကြမ်း)တွင် ရေနံနှင့်သဘာဝဓါတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ခြင်းလုပ်ငန်းသည် ၁၉၈၉ခုနှစ်၊ နိုင်ငံတော်ပိုင်စီးပွားရေးလုပ်ငန်းများဥပဒေ ပုဒ်မ (၃)၊ ပုဒ်မခွဲ (ဂ)တွင် အကျုံးဝင်သက်ဆိုင်သဖြင့် ယင်းဥပဒေ ပုဒ်မ(၄) အရ ပြည်ထောင်စုအစိုးရအဖွဲ့က အမိန့်ကြော်ငြာစာ ထုတ်ပြန်၍ ခွင့်ပြုရန်လိုအပ်သည်ကို အကြံပြုအပ်ပါသည်။

(ည) စာချုပ် (မူကြမ်း)အား နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်(MIC)၏ ခွင့်ပြုချက်ရရှိပြီးမှသာ စာချုပ်ဝင်ပုဂ္ဂိုလ်များအကြား လက်မှတ်ရေးထိုးချုပ်ဆိုသင့်ပါကြောင်း အကြံပြုအပ်ပါသည်။

(ဋ) စာချုပ် (မူကြမ်း)ပါ ကိစ္စရပ်များနှင့် စပ်လျဉ်း၍ ပြည်ထောင်စုလွှတ်တော်ဆိုင်ရာ ဥပဒေကို ပြင်ဆင်သည့်ဥပဒေ (၂၀၁၄ခုနှစ်၊ ပြည်ထောင်စုလွှတ်တော်ဥပဒေ အမှတ် ၂) နှင့်အညီ ဆောင်ရွက်ရန် ဖြစ်ပါသည်။

(ဌ) စာချုပ် (မူကြမ်း) အရ မိမိဘက်မှ ဆောင်ရွက်ပေးရမည့် ကိစ္စရပ်များ နှင့် လုပ်ငန်း ကျွမ်းကျင်မှုဆိုင်ရာ ကိစ္စရပ်များ နှင့်စပ်လျဉ်း၍ နိုင်ငံတော်၏ တည်ဆဲဥပဒေ၊ နည်း ဥပဒေ၊ စည်းမျဉ်းစည်းကမ်းများ၊ လုပ်ထုံးလုပ်နည်းများနှင့် ညီညွတ်မှုရရှိရန် လိုအပ် မည်ဖြစ်ပါသဖြင့် သက်ဆိုင်ရာ လုပ်ငန်းအကောင်အထည်ဖော်မည့် ဌာန၊အဖွဲ့အစည်းမှ တာဝန်ယူစိစစ်ရန် ဖြစ်ပါသည်။

၂။ စာချုပ် လက်မှတ်ရေးထိုးပြီးပါက မိတ္တူ (၃)စောင်ကို ဤဝန်ကြီးဌာနသို့ ပေးပို့ပေးပါရန် မေတ္တာ ရပ်ခံအပ်ပါသည်။

(လဲ့လဲ့သိန်း)
ဒုတိယဝန်ကြီး

မိတ္တူကို
မြန်မာ့ရေနံနှင့်သဘာဝဓါတ်ငွေ့လုပ်ငန်း
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
အမျိုးသားမှတ်တမ်းများမော်ကွန်းတိုက်ဦးစီးဌာန
ရုံးလက်ခံ/မျှောစာတွဲ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်

နောက်ဆက်တွဲ-ည

စာအမှတ်၊မဗဘ/ဘဏ်စိစစ်/၄(၁၃၄/၂၀၁၄)

ရက်စွဲ၊ ၂၀၁၄ ခုနှစ်၊ မတ်လ ၂၄ ရက်

သို့

စွမ်းအင်ဝန်ကြီးဌာန

အကြောင်းအရာ။ **သဘောထားမှတ်ချက် ပြန်ကြားခြင်း**

ရည် ညွှန်း ချက်။ စွမ်းအင်ဝန်ကြီးဌာန၏ ၁၁-၃-၂၀၁၄ ရက်စွဲပါ စာအမှတ်၊ ၀၀၈/၈၈၃/ထ (၂၀၉/၂၀၁၄)

စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့် သဘာဝဓာတ်ငွေ့လုပ်ငန်း(MOGE) ၏ ကုန်းပိုင်းလုပ်ကွက် EP-3 (သဲကုန်း-ရွှေကူဒေသ) တွင် ရေနံနှင့်သဘာဝဓာတ်ငွေ့ ရှာဖွေ၊ တူးဖော်၊ ထုတ်လုပ်ခြင်း ဆောင်ရွက်ရန်အတွက် MOGE နှင့် ONGC Videsh Limited နှင့် Machinery and Solutions Company Limited (CONTRACTOR) တို့ချုပ်ဆိုမည့် Production Sharing Contract for Exploration and Production of Petroleum (မူကြမ်း) အပေါ် မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်၏ သဘောထား မှတ်ချက်အား အောက်ပါအတိုင်း ပြန်ကြားအပ်ပါသည်-

(က) စာချုပ်မူကြမ်း Section 17.1 (c) တွင် CONTRACTOR ၏ တောင်းဆိုမှုကြောင့် MOGE က ကျခံထားသည့် Petroleum Cost အပါအဝင် စရိတ်များကို CONTRACTOR က MOGE သို့ ပြန်လည်ထုတ်ပေးရမည်ဖြစ်ကြောင်း၊ ပြန်လည်ထုတ်ပေးမှုများကို အမေရိကန်ဒေါ်လာဖြင့် တွက်ချက်မည်ဖြစ်ပြီး တွက်ချက်ရာတွင် အသုံးစရိတ်ကျခံသည့်အချိန်ရှိ မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်က သတ်မှတ်သည့် ရည်ညွှန်းငွေလဲလှယ်နှုန်းကို အသုံးပြုမည်ဖြစ်ကြောင်း ဖော်ပြထားခြင်းကို "----at the prevailing market rate through authorized dealer bank at the time the expense was incurred" ဟု ပြင်ဆင်ဖော်ပြရန် ဖြစ်ပါသည်၊

(ခ) စာချုပ်၏ Annexure-G Performance Bank Guarantee ပုံစံတွင် အာမခံကို တတိယနိုင်ငံဖြစ်သော စင်ကာပူနိုင်ငံ၏ ဥပဒေဖြင့် ဆောင်ရွက်မည်ဖြစ်ကြောင်း

ဖော်ပြထားခြင်းအား ဌာနအနေဖြင့် ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၏ သဘောထားမှတ်ချက် ရယူဆောင်ရွက်သင့်ပါသည်။

24-3-2014
(ဆက်အောင်)
ဒုတိယဉက္ကဋ္ဌ

လျှို့ဝှက်

၂၁၀

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

ပြည်ထောင်စုအစိုးရအဖွဲ့စီးပွားရေးရာကော်မတီ

စာအမှတ်၊ ၁၂(၁) / ၁၆ /သမ္မတရုံး

ရက်စွဲ၊ ၂၀၁၄ ခုနှစ်၊ မေလ ၂၀ ရက်

သို့

ပြည်ထောင်စုအစိုးရအဖွဲ့ရုံး

အကြောင်းအရာ။ ပြည်ထောင်စုအစိုးရအဖွဲ့ စီးပွားရေးရာကော်မတီ (၁၆ / ၂၀၁၄) ၏ မှတ်တမ်းကောက်နုတ်ချက် တင်ပြခြင်းကိစ္စ

၁။ ပြည်ထောင်စုအစိုးရအဖွဲ့ စီးပွားရေးရာကော်မတီအစည်းအဝေး (၁၆ / ၂၀၁၄) ကို ၁၉ - ၅ - ၂၀၁၄ ရက်နေ့ (တနင်္လာနေ့) တွင် သမ္မတရုံးဝန်ကြီးဌာန (၃) ၊ ရုံးအမှတ်(၁၄) အစည်းအဝေးခန်းမ၌ ကျင်းပပြုလုပ်ခဲ့ပါသည်။

၂။ အဆိုပါအစည်းအဝေး၌ ဆွေးနွေးခဲ့သည့် အကြောင်းအရာများ၏ ကောက်နုတ်ချက်များကို သိရှိနိုင်ပါရန် ပူးတွဲပါဇယားဖြင့် တင်ပြအပ်ပါသည်။

အတွင်းရေးမှူး

ပြည်ထောင်စုအစိုးရအဖွဲ့စီးပွားရေးရာကော်မတီ

မိတ္တူကို

နိုင်ငံတော်သမ္မတရုံး

စီးပွားရေးရာကော်မတီအဖွဲ့ဝင် (အားလုံး)

ပြည်ထဲရေးဝန်ကြီးဌာန

ပြန်ကြားရေးဝန်ကြီးဌာန

ကချင်ပြည်နယ်အစိုးရအဖွဲ့

စစ်ကိုင်းတိုင်းဒေသကြီးအစိုးရအဖွဲ့

ပဲခူးတိုင်းဒေသကြီးအစိုးရအဖွဲ့

စဉ်	တင်ပြသည့်ဝန်ကြီးဌာန	အကြောင်းအရာ	ဆုံးဖြတ်ချက်
၁၁	ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့် သစ်တောရေးရာဝန်ကြီးဌာန	မြန်မာနိုင်ငံရှိ သဘာဝသယံဇာတအရင်းအမြစ်များ ထိန်းသိမ်းကာကွယ်ခြင်းနှင့် စီမံအုပ်ချုပ်ခြင်းဆိုင်ရာ ပူးပေါင်း ဆောင်ရွက်ရန်ကိစ္စ တင်ပြခြင်း။	နိုင်ငံတော်သမ္မတကြီးထံ တင်ပြပြီးကပြည်ထောင်စုအစိုးရအဖွဲ့အစည်းအဝေးသို့ တင်ပြဆောင်ရွက်ရန်။
၁၂	ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့် သစ်တောရေးရာဝန်ကြီးဌာန	မြန်မာနိုင်ငံရှိ ဇီဝမျိုးစုံမျိုးကွဲ ထိန်းသိမ်းရေးလုပ်ငန်းများ ပူးပေါင်းဆောင်ရွက်ရန်ကိစ္စ တင်ပြခြင်း။	နိုင်ငံတော်သမ္မတကြီးထံ တင်ပြပြီးကပြည်ထောင်စုအစိုးရအဖွဲ့အစည်းအဝေးသို့ တင်ပြဆောင်ရွက်ရန်။
၁၃	စွမ်းအင်ဝန်ကြီးဌာန	စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့်သဘာဝဓာတ်ငွေ့လုပ်ငန်းနှင့် နိုင်ငံခြား ရေနံကုမ္ပဏီ ၅ ခု တို့အား ကုန်းပိုင်းလုပ်ကွက်များ ဖြစ်သည့် B-2 (ဇီးဖြူတောင်-နန်တောဒေသ)၊ EP- 1(ကျောက်ကြီး - မင်းတုန်း ဒေသ)၊ EP-3 (သဲကုန်း- ရွှေကူဒေသ)၊ C-1 (အင်းတော်-ရနန်းဒေသ)၊ PSC- H (တောင်ငူ-ပျဉ်းမနားဒေသ)၊ MOGE-4 (မြင်သာဒေသ)၊ Ep-4(မရမန်ဒေသ) တို့၌ ထုတ်လုပ်မှု အပေါ်ခွဲဝေခံစားရေးစာချုပ် (Production Sharing Contract- PSC) ချုပ်ဆိုလုပ်ကိုင်ခွင့်ပြုရန်ကိစ္စ တင်ပြခြင်း။	- တင်ဒါစည်းကမ်းချက်များနှင့်အညီ ဝန်ကြီးဌာနမှ ဆောင်ရွက်ရန်။ - နိုင်ငံတော်သမ္မတကြီးထံ တင်ပြပြီးကပြည်ထောင်စုအစိုးရအဖွဲ့အစည်းအဝေးသို့ တင်ပြဆောင်ရွက်ရန်။
၁၄	စက်မှုဝန်ကြီးဌာန	သဘာဝဓာတ်ငွေ့သုံးစက်ရုံများအတွက် ပေးချေနေရသည့် သဘာဝဓာတ်ငွေ့ဈေးနှုန်းအား ဖြေလျှော့သတ်မှတ်ပေးနိုင်ပါရန် တင်ပြခြင်း။	နိုင်ငံတော်သမ္မတကြီးထံ တင်ပြပါမည်။

လျှို့ဝှက်

၂၁၃

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

နိုင်ငံတော်သမ္မတရုံး

၁၅

၂၈-၅-၁၄

စာအမှတ်၊ ၅၆ (၁) / ၇ / သမ္မတရုံး

ရက်စွဲ၊ ၂၀၁၄ ခုနှစ်၊ မေလ ၂၇ ရက်

သို့

စွမ်းအင်ဝန်ကြီးဌာန

အကြောင်းအရာ။ **စာချုပ်ချုပ်ဆိုခွင့်ပြုပါရန် တင်ပြလာခြင်းကိစ္စ**

ရည် ညွှန်း ချက် ။ ယင်း၏ ၁၅-၅-၂၀၁၄ ရက်စွဲပါစာအမှတ်၊ ၀၁၈/၈၈၂/ထ(၄၁၈/၂၀၁၄)

စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့် သဘာဝဓာတ်ငွေ့လုပ်ငန်းနှင့် နိုင်ငံခြားကုမ္ပဏီ(၅)ခုတို့သည် ကုန်းပိုင်းလုပ်ကွက်များဖြစ်သည့် B-2 (ဇီးဖြူတောင်-နန်တောဒေသ)၊ EP-1 (ကျောက်ကြီး-မင်းတုန်းဒေသ)၊ EP-3 (သဲကုန်း-ရွှေကူဒေသ)၊ C-1 (အင်းတော်-ရနန်းဒေသ)၊ PSC-H (တောင်ငူ-ပျဉ်းမနားဒေသ)၊ MOGE-4 (မြင်သာဒေသ)၊ EP-4 (မရမန်ဒေသ)တို့၌ ထုတ်လုပ်မှုအပေါ် ခွဲဝေခံစားသည့်စနစ် (Production Sharing Contract – PSC) ဖြင့် စာချုပ် ချုပ်ဆိုခွင့်ပြုပါရန် ရည်ညွှန်းစာဖြင့် တင်ပြလာခြင်းအား လုပ်ထုံးလုပ်နည်းနှင့်အညီ ပြည်ထောင်စုအစိုးရအဖွဲ့အစည်းအဝေးသို့ တင်ပြဆောင်ရွက်သွားရန် အကြောင်းကြားအပ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ်

မိတ္တူကို

သမ္မတဦးစီးရုံး

ဒုတိယသမ္မတဦးစီးရုံးများ

ပြည်ထောင်စုအစိုးရအဖွဲ့ရုံး

သမ္မတရုံးဝန်ကြီးဌာန(၃)

သမ္မတရုံးဝန်ကြီးဌာန(၅)

လျှို့ဝှက်

D:\2014\Cabinet\16-2014\56-1.Docx

[illegible]

လျှို့ဝှက်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

စွမ်းအင်ဝန်ကြီးဌာန

(ဝန်ကြီးရုံး)

အကြောင်းအရာ။ မှတ်တမ်းကောက်နုတ်ချက်ပေးပို့ခြင်း

ရည် ညွှန်း ချက် ။ (၁) ဤရုံး၏ ၂၇-၅-၂၀၁၄ရက်စွဲပါစာအမှတ်၊ ဝ၀၈/၈၂/ထ (၄၅၄/၂၀၁၄)

(၂) ပြည်ထောင်စုအစိုးရအဖွဲ့ရုံး၏ ၁၉-၆-၂၀၁၄ ရက်စွဲပါစာအမှတ်၊ ၃၈/၂၅၇/အဖရ(၁၁/၂၀၁၄)

အထက်ရည်ညွှန်း(၁)ပါစာဖြင့် တင်ပြထားသော စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့် သဘာဝဓာတ်ငွေ့လုပ်ငန်းနှင့် နိုင်ငံခြားရေနံကုမ္ပဏီ ၅ ခုတို့အား ကုန်းပိုင်းလုပ်ကွက်များဖြစ်သည့် B-2(ဇီးဖြူတောင်-နန်တောဒေသ)၊ EP-3 (သဲကုန်း-ရွှေကူဒေသ)၊ EP-1(ကျောက်ကြီး-မင်းတုန်းဒေသ)၊ C-1(အင်းတော်-ရနန်းဒေသ)၊ PSC-H (တောင်ငူ-ပျဉ်းမနားဒေသ)၊ MOGE -4 (မြင်သာဒေသ)၊ EP-4(မရမန်ဒေသ)တို့၌ ထုတ်လုပ်မှုအပေါ် ခွဲဝေခံစားရေးစာချုပ်(Production Sharing Contract –PSC) ချုပ်ဆိုလုပ်ကိုင်ခွင့်ပြုပါရန် တင်ပြခြင်းကိစ္စနှင့်ပတ်သက်၍ ၄-၆-၂၀၁၄ ရက်နေ့တွင် ကျင်းပပြုလုပ်သော ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်၊ ပြည်ထောင်စုအစိုးရအဖွဲ့ အစည်းအဝေးအမှတ်စဉ် (၁၁/၂၀၁၄)မှ သဘောတူပါကြောင်း ရည်ညွှန်း(၂)ပါစာဖြင့် အကြောင်းကြားလာပါသဖြင့် လိုအပ်သလို ဆက်လက်ဆောင်ရွက်နိုင်ပါရန် အကြောင်းကြားအပ်ပါသည်။

ဒုတိယဝန်ကြီး(ကိုယ်စား)

(ဌေးအောင်၊ရုံးအဖွဲ့မှူး)

သို့ စွမ်းအင်စီမံရေးဦးစီးဌာန

စာအမှတ်၊ ၅-၂ စွမ်းအင်(၁) (၂၆၂၁) ၂၀၁၄

ရက် စွဲ ၊ ၂၀၁၄ ခုနှစ်၊ ဇူလိုင်လ ၂ ရက်

လျှို့ဝှက်

စည်းကြပ်မှုအရငွေသွင်းချလန် ကသခ-၁၆ က

ငွေပေးသွင်းသူသို့ ပြန်ပေးရန်

ဦးထွန်းထွန်းမြင့်(စု(၅))

BCD-010015

စည်း

2/14

"အခွန်ပေးဆောင်မှုအတွက် အထူးပင် ကျေးဇူးတင်ရှိပါသည်။"

31-3-14

အခွန်ထမ်းလုပ်ငန်းမှတ်ပုံတင်အမှတ် ၄၂၂/ကသ /၂၀၁၃-၁၄

အခွန်ထမ်းအမည် Machinery & Solutions Co,Ltd

လိပ်စာ ၁၀၈-က၊ သံလွင်လမ်း၊ ၊ ဗဟန်း၊ ရန်ကုန်တိုင်း

ကျပ် 594717.00 နှင့်ဒဏ်ငွေ 59472

စုစုပေါင်း ဂဏန်းဖြင့် 654189.00

စာဖြင့်(ကျပ်) ခြောက်သိန်းငါးသောင်းလေးထောင်တစ်ရာ့ရှစ်ဆယ့်ကိုး -တိတိ

ရက်စွဲ ၃။၄။၂၀၁၄

ပေးသွင်းသဖြင့်လက်ခံရရှိပါသည်

2 MAY 2014

654189

ဘဏ်မန်နေဂျာ

မြန်မာ့စီးပွားရေး
ဘဏ်[illegible](၅)

ပြည်ထောင်စု သမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
အမျိုးသား စီမံကိန်းနှင့် စီးပွားရေး ဖွံ့ဖြိုးတိုးတက်မှု ဝန်ကြီးဌာန
ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာန
ရုံးအမှတ် (၃၂)၊ နေပြည်တော်

စာအမှတ်၊ ရက- ၈ (ဂ) ၀၀၁/ ၂၀၁၂ ([illegible])
ရက်စွဲ၊ ၂၀၁၂ ခုနှစ် ဒီဇင်ဘာလ (၂၄) ရက်

သို့

အုပ်ချုပ်မှုဒါရိုက်တာ
စက်ကိရိယာနှင့် နည်းလမ်းများ ကုမ္ပဏီလီမိတက်
အမှတ်-၁၄၆/အယ်လ်-၂၊ ရွှေနှင်းဆီလမ်း
၅-ရပ်ကွက်၊ ၈-မိုင်ခွဲ၊ မရမ်းကုန်းမြို့နယ်၊ ရန်ကုန်မြို့

အကြောင်းအရာ။ **ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ် သက်တမ်းတိုးခြင်းကိစ္စ**

ရည် ညွှန်း ချက် ။ ကုမ္ပဏီ၏ (၂-၁၀ -၂၀၁၂) ရက်စွဲပါစာ

၁။ အထက်ရည်ညွှန်းပါစာဖြင့် **စက်ကိရိယာနှင့် နည်းလမ်းများ ကုမ္ပဏီလီမိတက်** မှ သက်တမ်းတိုးမြှင့်ပေးပါရန် တင်ပြလာခြင်းကို (၂၃-၁၁-၂၀၁၂)ရက်နေ့တွင်ကျင်းပပြုလုပ်သည့် ဝန်ကြီးဌာနစီမံခန့်ခွဲရေးကော်မတီ အစည်းအဝေး အမှတ်စဉ် (၃၂/၂၀၁၂) မှ (၇-၁၀-၂၀၁၅) ရက်နေ့ အထိ (၃)နှစ် သက်တမ်း တိုးမြှင့် ခွင့်ပြုလိုက်သည်။

၂။ သို့ပါ၍ **စက်ကိရိယာနှင့် နည်းလမ်းများ ကုမ္ပဏီလီမိတက်**မှ ကျပ် ၅၀၀,၀၀၀/- (ကျပ်ငါးသိန်းတိတိ) ပေးသွင်းပြီးဖြစ်ပါ၍ ရုံးတွင်းမှတ်ပုံတင် အမှတ်- ၁၂၇၇/ ၂၀၁၀-၂၀၁၁ (၈-၁၀-၂၀၁၀) ဖြင့် သက်တမ်းတိုး မှတ်ပုံတင် လက်မှတ်ကို ထုတ်ပေးလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ် (ကိုယ်စား)
(နန်းရီရီသန်း ၊ ညွှန်ကြားရေးမှူး)

မိတ္တူကို-
- ရန်ကုန်တိုင်းဒေသကြီး အစိုးရအဖွဲ့ရုံး
- ရုံးလက်ခံ၊ မျှောစာတွဲ

DICA-Cabinet-Renew form (EC 28)

0000623[illegible]

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

သက်တမ်းတိုး

အမှတ် ...၁၂၇၇....../ ၂၀၁၀ - ၂၀၁၁

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ...စက်ကိရိယာနှင့် နည်းလမ်းများ... ...ကုမ္ပဏီ လီမိတက်... အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက် ကုမ္ပဏီအဖြစ် ၂၀၁၀ နှစ်၊ ...အောက်တိုဘာ... ...၈ ရက်နေ့တွင် မှတ်ပုံတင်ထားခြင်းအား ၂၀၁၂ နှစ်၊ ..နိုဝင်ဘာ...လ၊ ...၂၃ ရက်နေ့မှစ၍ သက်တမ်းတိုး ခွင့်ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)

(နန်းရီရီသန်း ၊ ညွှန်ကြားရေးမှူး)

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

ဝန်ဆောင်မှု
SERVICES

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

CERTIFICATE OF INCORPORATION

NO. ....1277.......... of 2010 - 2011

I hereby certify that the tenure of .MACHINERY..&..SOLUTIONS............ COMPANY LIMITED ....incorporated under the Myanmar Companies Act on ....8th OCTOBER, 2010.......................... is renewed with effected from ....23rd NOVEMBER, 2012..........................

ပြည်ပသို့ အလုပ်သမားစေလွှတ်မည့်
လုပ်ငန်းလုပ်ကိုင်ပါက အလုပ်သမား
ဝန်ကြီးဌာနတွင် ပြည်ပအလုပ်အကိုင်
အကျိုးဆောင်လိုင်စင်ရယူပြီး
ဆောင်ရွက်ရမည်။

For Director General
(Nang Yi Yi Than, Director)

Directorate of Investment and Company Administration

ကုမ္ပဏီနှင့်သက်ဆိုင်သည့်အချက်အလက်များ

(က) အုပ်ချုပ်မှုဒါရိုက်တာအမည်၊ ....ဦးအောင်ရဲစိုး (၁၂/ဗဟန (နိုင်) ၀၈၅၄၄၁)....

(ခ) ကုမ္ပဏီ ရုံးခန်းလိပ်စာ၊ ....အမှတ်-၁၄၆/အယ်လ် - ၂၊ ရွှေနှင်းဆီလမ်း၊ ၅-ရပ်ကွက်
....၈-မိုင်ခွဲ၊ မရမ်းကုန်းမြို့နယ်၊ ရန်ကုန်မြို့....

(ဂ) ဆက်သွယ်ရန် ဖုန်းနံပါတ်၊ ....၀၁ - ၆၆၇၁၁၀၊ ၀၉ - ၅၀၁၄၂၈၇....

(ဃ) ဒါရိုက်တာများ အမည်စာရင်း–....(၁) ဒေါ်ရွှေရွှေ....
၁၂/ဗဟန(နိုင်)၀၅၄၇၂၇

မှတ်ချက်။ (၁) ဤကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်သည်မှတ်ပုံတင်ရက်စွဲ(၈-၁၀-၂၀၁၂)မှ (၇-၁၀-၂၀၁၅)ရက်နေ့အထိ(၃)နှစ်သက်တမ်းအတွက်သာ ဖြစ်သည်။ သက်တမ်း မကုန်ဆုံးမီ (၃)လအလိုတွင် သက်တမ်းတိုးရန် ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာနသို့ လျှောက်ထား ရမည်။

(၂) ကုမ္ပဏီ အနေဖြင့် သင်းဖွဲ့မှတ်တမ်းတွင်အဆိုပြု တင်ပြထားသော လုပ်ငန်းရည်ရွယ်ချက်များကိုသာ လုပ်ကိုင်ရမည်။

(၃) သင်းဖွဲ့မှတ်တမ်းပါ ရည်ရွယ်ချက်များသည် သက်ဆိုင်ရာ ပြည်ထောင်စု ဝန်ကြီးဌာန၏ တည်ဆဲဥပဒေ၊ နည်းဥပဒေ၊ လုပ်ထုံးလုပ်နည်း များနှင့်အညီ ခွင့်ပြုချက် ရရှိမှသာ ဆောင်ရွက်ခွင့် ရှိမည် ဖြစ်ပါသည်။

(၄) လုပ်ငန်းရည်ရွယ်ချက် ပြောင်းလဲ လုပ်ကိုင်လိုပါက ပြောင်းလဲ လုပ်ကိုင်လိုသည့် လုပ်ငန်း ရည်ရွယ်ချက်များအား သင်းဖွဲ့မှတ်တမ်းတွင် ပြင်ဆင် မှတ်ပုံတင်ရန်အတွက် ဒါရိုက်တာအဖွဲ့(BOD)၏ အထူး အစည်းအဝေး ဆုံးဖြတ်ချက် မှတ်တမ်းနှင့်အတူ ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာန သို့ လျှောက်ထား ရမည် ။

ညွှန်ကြားရေးမှူးချုပ် (ကိုယ်စား)

(နီလာမူ၊ ဒုတိယညွှန်ကြားရေးမှူး)

AUDIT REPORT

ON

THE FINANCIAL ACCOUNTS

OF

MACHINERY & SOLUTIONS COMPANY LIMITED.

FOR

THE YEAR ENDING 31st MARCH 2013.

MACHINERY & SOLUTIONS COMPANY LIMITED.

Financial Accounts for the year ending 31 st March ' 2013.

INDEX

FOCUS CONSULTING GROUP LTD
AUDITORS & FINANCIAL CONSULTANTS
No-180 (First Floor) Taw Win Myanmar Condo, Botataung Pagoda Road, Yangon, Myanmar.
Ph: (951) 297249, (951) 9010203~204
gmail: focusgroup.financial@gmail.com

DAW THANT MYAT WIN * CERTIFIED PUBLIC ACCOUNTANT
MYANMAR

SM

Auditor's Report

1 . I have audited the accounts which are signed by Managing Director and Director of " **MACHINERY & SOLUTIONS COMPANY LIMITED .**" in accordance With Myanmar Company Act Section 133 (1) and (2).

2 . The accompanying financial statement which include the balance sheet as on 31st March' 2013, with the income and expenditure for the year then ended is generally excepted in auditing practice and standards.

3 . In accordance with the Section 145 (1) and (2) of the Myanmar Companies Act, we report that we have obtained all the information and explanations, we have required. In our opinion, the above Balance Sheet and Profit & Loss Account are in accordance with the Law and are properly drawn up so as to exhibit a true and fair view of the state of the Company's affairs , according to the best of our information and explanations given to us and as shown by the books of the Company. The books of the Company have been kept in accordance with the Section (130) of the Myanmar Companies Act.

Yours Faithfully,

Daw Thant Myat Win
B.Com,(Q),C.P.A.Dip.IFR
Dip, In Business Law
Certified Public Accountant

STATEMENTS OF DIRECTORS

1. We, the undersigned Managing Director and Director of " **MACHINERY & SOLUTIONS COMPANY LIMITED.** "do here by state that in accordance with Section 133 (1) and (2) of the Myanmar Company Act ; -

(1) THAT Balance Sheet and Profit and Loss account were drawn up ending as at 31st , March' 2013, together with the schedule, statements, notes to give a true and fair view of the state of the business.

(2) THAT there are reasonable grounds to belive that the company will be able to pay its debt as and when they fall due.

Managing Director

U Aung Ye Soe
Managing Director
Machinery & Solutions Co., Ltd.

Director

Daw Htay Htay
Director
Machinery & Solutions Co., Ltd.

MACHINERY & SOLUTIONS COMPANY LIMITED.

Trading , Profit & Loss Account for the year ending 31st March ' 2013

			Kyats	Kyats
Operating Income				
Sale Income	$	14,693.00	12,489,050.00	
Services Income	$	87,258.27	74,169,529.50	
				86,658,579.50
Less; Cost of Sale				
Purchase Expenses			9,991,240.00	
Trnsportation Charges			514,255.00	
Labour Charges			293,860.00	
Other Expenses			176,316.00	
				(10,975,671.00)
Direct Expenses				(69,315,361.00)
				6,367,547.50
Foreign Exchange Gain /(Loss)				
Gross Profit/(Loss)				***6,367,547.50***
Less: Operating Expenses				
Staff Salary			1,920,000.00	
Communication Charges			591,600.00	
Meal Expenses			378,000.00	
Electricity Charges			570,000.00	
Printing & Stationary			284,400.00	
Social & Welfar			486,000.00	
Travelling Expenses			546,000.00	
Office Expenses			1,080,000.00	
Bank Charges			12,299.50	
Company Formation Expenses			258,006.25	
Accounting Fees			20,000.00	
Auditing Fees			20,000.00	
				6,166,305.75
Net Profit / (Loss) for the year				**201,241.75**

MACHINERY & SOLUTIONS COMPANY LIMITED.

Balance Sheet as at 31 st March ' 2013

		Kyats	Kyats
Assets			
Fixed Assets			
Less : Depreciation			
			-
Current Assets			
Advance Tax	$ 1,376.80	1,181,870.64	
Cash in Hand (Kyats)		1,874,011.33	
Cash at Bank (MFTB - US$)	$ 2,735.47	2,325,149.50	
			5,381,031.47
Total Net Assets			**5,381,031.47**
Equity			
Authorised Share Capital			***500,000,000.00***
Paid- Up Share Capital			5,000,000.00
Retained Earning			341,031.47
Current Liabilities			
Accrued Expenses		40,000.00	
			40,000.00
			5,381,031.47

I have examined the above Balance Sheet and connecting Trading,Profit & Loss Account, vouchers,document provided and obtained all the informations necessay. In my opinion,the Balance show a true & fair view of the state of affairs of the business as at 31 st March ' 2013, according to the best of information and explanation given to me as shown by the books.

The above Balance Sheet is to be read with " Audit Forwarding Report, Audit Notes & Observations " and subject to adjustments where necessary.

Daw Thant Myat Win
B.Com,(Q),C.P.A.Dip.IFR
Dip, In Business Law
Certified Public Accountant

U Aung Ye Soe
Managing Director
Machinery & Solutions Co., Ltd.

Daw Htay Htay
Directer
Machinery & Solutions Co., Ltd.

Appendix - I

MACHINERY & SOLUTIONS COMPANY LIMITED.

Cash Flow Analysis Statement

for the year ending 31st March ' 2013.

Cash in Hand (Kyats) Account

	Kyats	Kyats
Opening Balance		72,913.97
Cash receipts during the year		
Transfer Sales		107,440,000.00
		107,512,913.97
Cash disbursements during the year		
Purchase Expenses	9,991,240.00	
Trnsportation Charges	514,255.00	
Labour Charges	293,860.00	
Other Expenses	176,316.00	
		10,975,671.00
Direct Expenses		
Salary & Wages	18,360,000.00	
Transportation Charges	15,716,868.00	
Travelling Expenses	10,425,600.00	
Meal Expenses	4,587,958.20	
Commuciation Charges	1,629,848.00	
Repairs & Maintenance	7,639,588.00	
Entertainment	792,396.00	
Office Supply	791,399.60	
Micellanous Expenses	9,371,703.20	
		69,315,361.00
Administration Expenses		
Staff Salary	1,920,000.00	
Communication Charges	591,600.00	
Meal Expenses	378,000.00	
Electricity Charges	570,000.00	
Printing & Stationary	284,400.00	
Social & Welfar	486,000.00	
Travelling Expenses	546,000.00	
Office Expenses	1,080,000.00	
		5,856,000.00
Payment To		
Account Payable	15,400,000.00	
Transfer Purchase	2,890,000.00	
Accrued Expenses	20,000.00	
		18,310,000.00
Advance Tax	$ 1,376.80	1,181,870.64
		105,638,902.64
Closing Balance as at 31st March ' 2013.		**1,874,011.33**

Appendix - II

MACHINERY & SOLUTIONS COMPANY LIMITED.

Cash Flow Analysis Statement

for the year ending 31 st March ' 2013.

MFTB Bank (US $ / FEC) Account

	FEC/ US $	Convert Kyats
Opening Balance	23,798.67	19,181,728.02
Cash receipts during the year		
Income	101,951.27	86,658,579.50
Transfer Purcahse	3,400.00	2,890,000.00
	129,149.94	108,730,307.52
Cash Disbursements during the year		
Transfer Sales	126,400.00	107,440,000.00
Bank Charges	14.47	12,299.50
	126,414.47	107,452,299.50
	2,735.47	1,278,008.02
Gain /(Loss) : Foreign Exchange		1,047,141.48
Closing Balance as at 31 st March ' 2013.	***2,735.47***	***2,325,149.50***

MACHINERY & SOLUTIONS COMPANY LIMITED.

Services Income Statement for the year 2012 - 2013

Sr. No	Descriptions	Amount US $	Convert Kyats
1			
1	28th April ,2012 Golf with PCML Staff @ Royal Mingalardon	2,059.32	1,750,422.00
2	5th May ,2012 Golf with PCML Staff @ Royal Mingalardon	2,352.41	1,999,548.50
3	Goodies For 2games	5,688.69	4,835,386.50
		10,100.42	8,585,357.00
2	Engagement Session with state holder for	2,480.50	2,108,425.00
		2,480.50	2,108,425.00
3	PCML Operations and PCSB DPI Engagement -Yetagun North Pre-Development 'on 16-Jun-2012	1,932.00	1,642,200.00
		1,932.00	1,642,200.00
4			
1	Stake Holder Management and Government Contacts engagement session at Bagan for RFS 2 & 3 on 13Aug -12	2,430.00	2,065,500.00
2	Stake Holder Management and Government Contacts engagement session at Pakokku for RFS 2 & 3 on 14Aug -12	2,340.00	1,989,000.00
3	Stake Holder Management and Government Contacts engagement session at Myingyan for RFS 2 & 3 on 15Aug -12	1,980.00	1,683,000.00
4	Car rental services at Nyaung Oo,Pakokku & Myingyan for 4 days	5,348.00	4,545,800.00
		12,098.00	10,283,300.00

Sr. No	Descriptions	Amount US $	Convert Kyats
5	Stake Holder Management and Government Contacts engagement session Nay Pyi Taw Qn 14-July -12	2,349.00	1,996,650.00
	Stake Holder Management and Government Contacts engagement session Mandalay On 15-July -12	3,400.00	2,890,000.00
	Stake Holder Management and Government Contacts engagement session Bagan On 17-July -12	770.00	654,500.00
		6,519.00	5,541,150.00
6	Stake Holder Management and Government Contacts engagement at Nyaung Oo For RFS 2& 3 on 16-Aug-12	1,995.00	1,695,750.00
		1,995.00	1,695,750.00
7	Transportation HSD Fuel (Trip)	3,165.75	2,690,887.50
	Diesel HSD 13 Drums	1,463.20	1,243,720.00
	Meals /Drink	94.91	80,673.50
	Office Supply	91.69	77,936.50
	Telephone /Fax	706.32	600,372.00
	Air Tickets /Transportation for Crew & MOGE	102.80	87,380.00
	For GM & Party Visit	1,038.56	882,776.00
	Repairs & Maintenance	215.60	183,260.00
		6,878.83	5,847,005.50
8	Provision of Yangon office Renovation Work	1,360.46	1,156,391.00
	Provision of New Drilling Office Renovation Work	13,047.48	11,090,358.00
	Additional Scope of work for item 1 & 2 as per PCML requested on Site Survey	1,397.11	1,187,543.50
		15,805.05	13,434,292.50
9	Transportation HSD Fuel (Trip) Diesel HSD 13 Drums	3,396.60	2,887,110.00
	Meals /Drink	1,508.56	1,282,276.00

Sr. No	Descriptions	Amount US $	Convert Kyats
	Office Supply	335.61	285,268.50
	Telephone /Fax	81.78	69,513.00
	Air Tickets /Transportation for Crew & MOGE	662.72	563,312.00
	Sundry	148.10	125,885.00
	For GM & Party Visit	27.74	23,579.00
	FSO Yangon Condensate Off-take Team	790.02	671,517.00
	PCML staff transit crew room charges &air ticket fees	170.91	145,273.50
	Entertainment for Business Purposes	324.00	275,400.00
	Repairs & Maintenance	281.46	239,241.00
		7,727.50	6,568,375.00
10	Transportation HSD Fuel (Trip)	3,227.54	2,743,409.00
	Diesel HSD 13 Drums		
	Meals /Drink	1,416.88	1,204,348.00
	Office Supply	58.85	50,022.50
	Telephone /Fax	660.94	561,799.00
	Air Tickets /Transportation for Crew & MOGE	680.95	578,807.50
	Sundry	188.61	160,318.50
	PCML staff transit crew room charges &air ticket fees	1,158.56	984,776.00
	PCML staff transit crew room charges &air ticket fees	1,021.15	867,977.50
	Entertainment for Business Purposes	124.20	105,570.00
	Repairs & Maintenance	310.43	263,865.50
		8,848.11	7,520,893.50
11	Transportation HSD Fuel (Trip)	3,307.50	2,811,375.00
	Diesel HSD 13 Drums		
	Meals /Drink	1,661.24	1,412,054.00
	Office Supply	400.55	340,467.50
	Telephone /Fax	403.06	342,601.00
	Air Tickets /Transportation for Crew & MOGE	713.34	606,339.00
	Sundry	143.03	121,575.50
	FSO Yangon Condensate Off-Take Team	386.13	328,210.50
	Entertainment for Business Purposes	452.25	384,412.50
	Repairs & Maintenance	406.76	345,746.00
		7,873.86	6,692,781.00
12	Consultancy Services	5,000.00	4,250,000.00
		5,000.00	4,250,000.00
	Total	87,258.27	74,169,529.50

MACHINERY & SOLUTIONS COMPANY LIMITED.

Income Statement for the year 2012 - 2013

Sr. No	Descriptions	A/U	Qty	Rate US $	Amount US $	Convert Kyats	Transport Charges	Labour Charges	Other Expenses	Total Kyats
1	Coffee Maker ,Brand -philip,model No.HD 744	PC	6.00	50.00	300.00	255,000.00	10,500.00	6,000.00	3,600.00	20,100.00
	Thermo Pot,Electric,Brand -Panasonic	PC	6.00	48.00	288.00	244,800.00	10,080.00	5,760.00	3,456.00	19,296.00
	Connector ,RJ45,Brand -AMP USA	PC	300.00	0.60	180.00	153,000.00	6,300.00	3,600.00	2,160.00	12,060.00
	Adapter,RJ45- RJ45	PC	50.00	4.00	200.00	170,000.00	7,000.00	4,000.00	2,400.00	13,400.00
			362.00		968.00	822,800.00	33,880.00	19,360.00	11,616.00	64,856.00
2	Dart Game,c/w Dart Boad & Arrow Set	PC	1.00	25.00	25.00	21,250.00	875.00	500.00	300.00	1,675.00
	Boxing Training Stand,Boxing Bag Hight	PC	1.00	245.00	245.00	208,250.00	8,575.00	4,900.00	2,940.00	16,415.00
	Aqua Live Plant	PC	5.00	2.00	10.00	8,500.00	350.00	200.00	120.00	670.00
			7.00		280.00	238,000.00	9,800.00	5,600.00	3,360.00	18,760.00
3	Communicaltion Equipment	PC	20.00	100.00	2,000.00	1,700,000.00	70,000.00	40,000.00	24,000.00	134,000.00
			20.00		2,000.00	1,700,000.00	70,000.00	40,000.00	24,000.00	134,000.00
4	Memory Stick ,4 GB	PC	10.00	7.50	75.00	63,750.00	2,625.00	1,500.00	900.00	5,025.00
			10.00		75.00	63,750.00	2,625.00	1,500.00	900.00	5,025.00

Sr. No	Descriptions	A/U	Qty	Rate US $	Amount US $	Convert Kyats	Transport Charges	Labour Charges	Other Expenses	Total Kyats
9	Boiler ,Hot Water,Digital Pro Electric Um,21Litre	PC	2.00	360.00	720.00	612,000.00	25,200.00	14,400.00	8,640.00	48,240.00
			2.00		720.00	612,000.00	25,200.00	14,400.00	8,640.00	48,240.00
10	Lamp,Brand; SP,UV-40W,Part Number ;BF150	PC	8.00	82.00	656.00	557,600.00	22,960.00	13,120.00	7,872.00	43,952.00
			8.00		656.00	557,600.00	22,960.00	13,120.00	7,872.00	43,952.00
11	VHF Transceiver,Brand ;ICOM,Model;V87,Two-v	PC	10.00	95.00	950.00	807,500.00	33,250.00	19,000.00	11,400.00	63,650.00
			10.00		950.00	807,500.00	33,250.00	19,000.00	11,400.00	63,650.00
12	RS 232 to RS422/RS485 Converter	PC	1.00	350.00	350.00	297,500.00	12,250.00	7,000.00	4,200.00	23,450.00
			1.00		350.00	297,500.00	12,250.00	7,000.00	4,200.00	23,450.00
	Total		525.00		14,693.00	12,489,050.00	514,255.00	293,860.00	176,316.00	984,431.00

Sr. No	Descriptions	A/U	Qty	Rate US $	Amount US $	Convert Kyats	Transport Charges	Labour Charges	Other Expenses	Total Kyats
5	Generator ,Diesel ,Welder,Yammar	PC	1.00	5,900.00	5,900.00	5,015,000.00	206,500.00	118,000.00	70,800.00	395,300.00
			1.00		5,900.00	5,015,000.00	206,500.00	118,000.00	70,800.00	395,300.00
6	Electrical PVC Flexiable pipe ,Size (3/4")	PC	2.00	12.00	24.00	20,400.00	840.00	480.00	288.00	1,608.00
	Socket -Outlet,2P+E,13A,DP Switched ,2Gang	PC	10.00	6.00	60.00	51,000.00	2,100.00	1,200.00	720.00	4,020.00
	Socket -Casing ,2Gang 3 x 6	PC	10.00	5.00	50.00	42,500.00	1,750.00	1,000.00	600.00	3,350.00
	RCCB ,415V,4P,63A,3KA,Brand ,Havell's	PC	8.00	75.00	600.00	510,000.00	21,000.00	12,000.00	7,200.00	40,200.00
	Black Screw ,3/4" x 6-100,Brand Diamond	PC	5.00	1.50	7.50	6,375.00	262.50	150.00	90.00	502.50
	Black Screw ,1" x 6-100,Brand Diamond	PC	5.00	1.50	7.50	6,375.00	262.50	150.00	90.00	502.50
	Plastic Sheet (8' double Layer)	PC	50.00	2.50	125.00	106,250.00	4,375.00	2,500.00	1,500.00	8,375.00
			90.00		874.00	742,900.00	30,590.00	17,480.00	10,488.00	58,558.00
7	Straight Desk ,L1200 x D750x H750	PC	2.00	230.00	460.00	391,000.00	16,100.00	9,200.00	5,520.00	30,820.00
	Filing Cabinet ,L900xD500xH900	PC	2.00	280.00	560.00	476,000.00	19,600.00	11,200.00	6,720.00	37,520.00
	Plastic Chairs 120-75,Wood,Cream Color	PC	6.00	130.00	780.00	663,000.00	27,300.00	15,600.00	9,360.00	52,260.00
			10.00		1,800.00	1,530,000.00	63,000.00	36,000.00	21,600.00	120,600.00
8	Clamp ,Earthing ,Material;Copper/Brass,16-70	PC	4.00	30.00	120.00	102,000.00	4,200.00	2,400.00	1,440.00	8,040.00
			4.00		120.00	102,000.00	4,200.00	2,400.00	1,440.00	8,040.00

3.3 MEMORANDUM OF ASSOCIATION & ARTICLES OF ASSOCIATION (AS PER ATTACHMENT – 2)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန်ကန့်သတ်ထားသော အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီ

စက်ကိရိယာနှင့် နည်းလမ်းများ ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

V V V V

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum of Association

AND

Articles of Association

OF

MACHINERY & SOLUTIONS COMPANY LIMITED

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန်ကန့်သတ်ထားသော အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီ

စက်ကိရိယာနှင့် နည်းလမ်းများ ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

V V V V

၁။ ကုမ္ပဏီ၏ အမည်သည် " **စက်ကိရိယာနှင့် နည်းလမ်းများ ကုမ္ပဏီ လီမိတက်** " ဖြစ်ပါသည်။

၂။ **ကုမ္ပဏီ၏** မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ **ကုမ္ပဏီ** တည်ထောင်ရခြင်း၏ **ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်း** ဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ် မ,တည်ငွေရင်းသည် ကျပ်- ၅၀၀,၀၀၀,၀၀၀/-(ကျပ်သန်းငါးရာတိတိ) ဖြစ်၍ ငွေကျပ်- ၁၀,၀၀၀/- (ကျပ်တစ်သောင်းတိတိ) တန် အစုရှယ်ယာပေါင်း (၅၀,၀၀၀)ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင်တည်ဆဲဖြစ်နေသော တရားဥပဒေ ပြဋ္ဌာန်းချက်များနှင့်အညီ အထွေထွေ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာ ရှိစေရမည်။

အောက်ပါဝန်ဆောင်မှုလုပ်ငန်းများကို မိမိတစ်ဦးတည်းဖြစ်စေ၊ မည်သည့်ပြည်တွင်း ပြည်ပပုဂ္ဂိုလ်များနှင့် ဖက်စပ်၍ဖြစ်စေ လုပ်ကိုင်ဆောင်ရွက်ရန်။

(က) အေဂျင်စီလုပ်ငန်းအမျိုးမျိုး၊ ကျွမ်းကျင်မှုအတိုင်ပင်ခံများ၊ လုပ်ငန်းအတိုင်ပင်ခံများ၊ အုပ်ချုပ်မှုအတိုင်ပင်ခံများနှင့် အကြံပေး ဝန်ဆောင်မှုလုပ်ငန်းများ၊

(ခ) ကြော်ငြာနှင့် ကြော်ငြာကိုယ်စားလှယ်လုပ်ငန်း၊

(ဂ) ဖျော်ဖြေရေးလုပ်ငန်းနှင့် ယင်းနှင့်ပတ်သက်သည့် လုပ်ငန်းများ၊

(ဃ) ဆေးဝန်ဆောင်မှုလုပ်ငန်းအမျိုးမျိုး၊

(င) သယ်ယူပို့ဆောင်ရေးလုပ်ငန်း (မီးရထားနှင့် လေကြောင်းမှအပ)

(စ) ပုံနှိပ်ထုတ်ဝေခြင်းလုပ်ငန်း၊

(ဆ) တိုင်းတာရေးနှင့် စစ်ဆေးရေးလုပ်ငန်း

(ဇ) စီမံကိန်းသစ်များ၌ ဖြစ်မြောက်နိုင်စွမ်း ရှိ-မရှိ လေ့လာခြင်း၊ စီမံကိန်းပုံစံများ ချမှတ်ခြင်း၊ စီမံကိန်းကုန်ကျစရိတ် ခန့်မှန်းခြင်း နှင့် တန်ဖိုးတွက်ချက်ခြင်းလုပ်ငန်းများ၊

(ဈ) စာရင်းရေးသွင်းခြင်း၊ စာရင်းစစ်ဆေးခြင်းနှင့် ဥပဒေအကြံပေးဝန်ဆောင်မှုလုပ်ငန်းများ၊

(ည) ယာဉ်နှင့် စက်ကိရိယာအမျိုးမျိုး ကြံ့ခိုင်ရေးပြုလုပ်ခြင်း၊ မွမ်းမံခြင်းနှင့် ပြင်ဆင်ခြင်းလုပ်ငန်းများ၊

(ဋ) လျှပ်စစ်နှင့် အီလက်ထရောနစ်ကုန်ပစ္စည်းများ တပ်ဆင်ခြင်း၊ ပြုပြင်ခြင်းနှင့် မွမ်းမံတည်ဆောက်ခြင်းလုပ်ငန်းများ။

(၂) ကုမ္ပဏီမှ သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ်၊ သို့မဟုတ်၊ ငွေကြေးအဖွဲ့အစည်းထံမှမဆို ငွေချေးယူရန်။

ခြွင်းချက်။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အတွင်း၌ဖြစ်စေ၊ အခြားမည်သည့် အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများအမှအပ အခြားလုပ်ငန်းများကို လုပ်ကိုင်ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း၌ အချိန်ကာလအားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း သို့မဟုတ်၊ ခွင့်ပြုထားရှိခြင်းရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက်ထားရှိပါသည်။

အောက်တွင်အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ကိုယ်စီကိုယ်ငှသည်ဤသင်းဖွဲ့မှတ်တမ်း အရကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန်လိုလားသည့်အလျောက်ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲပြထားသော အစုရှယ်ယာများကိုကုမ္ပဏီ၏မတည်ရင်းနှီးငွေတွင်ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
၁	**ဦးအောင်ရဲစိုး** အမှတ်-၁၀၈(က)၊ သံလွင်လမ်း၊ ရွှေတောင်ကြား (၁) ရပ်ကွက်၊ ဗဟန်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။ **(ကုန်သည်)**	မြန်မာ ၁၂/ဗဟန (နိုင်) ၀၈၅၄၄၁	၃၀၀	
၂	**ဒေါ်ဌေးဌေး** အမှတ်-၁၄၆/၅ ၂၊ ခေမာသီရိလမ်း၊ (၅) ရပ်ကွက်၊ မရမ်းကုန်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။ **(ကုန်သည်)**	မြန်မာ ၁၂/ဗဟန (နိုင်) ၀၅၄၇၂၇	၂၀၀	

ရန်ကုန်။နေ့စွဲ၊ ၂၀၁၀ ခုနှစ်၊ စက်တင်ဘာလ၊ ၂၀ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန်ကန့်သတ်ထားသော အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီ

စက်ကိရိယာနှင့် နည်းလမ်းများ ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

V V V V

၁။ ဤ သင်းဖွဲ့စည်းမျဉ်း နှင့် လိုက်လျောညီထွေ မဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ နောက်ဆက်တွဲ ပထမဇယားပုံစံ'က'ပါ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့် မသက်ဆိုင်သော ကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။

(က) ဤ ကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများ မှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ်အထိသာ ကန့်သတ်ထားသည်။

(ခ) ဤ ကုမ္ပဏီ၏ အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခု အတွက် ငွေထည့်ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်း မပြုလုပ်ရန် တားမြစ်ထားသည်။

မ,တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ် မ,တည်ငွေရင်းသည် ကျပ်- ၅၀၀,၀၀၀,၀၀၀/-(ကျပ်သန်းငါးရာတိတိ) ဖြစ်၍ ငွေကျပ်- ၁၀,၀၀၀/- (ကျပ်တစ်သောင်းတိတိ) တန် အစုရှယ်ယာပေါင်း (၅၀,၀၀၀)ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင်တည်ဆဲဖြစ်နေသော တရားဥပဒေ ပြဋ္ဌာန်းချက်များနှင့်အညီ အထွေထွေ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာ ရှိစေရမည်။

၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက် များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၄င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။

၅။ အစုရှယ်ယာလက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်သည့် အခြားပုဂ္ဂိုလ်များက လက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏တံဆိပ်ရိုက်နှိပ်ထုတ်ပေးရမည်။ အစုရှယ်ယာလက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း သို့မဟုတ် ပျက်စီးခြင်း ဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကိုသော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်း ထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင် ကိုယ်စားလှယ်ကို ဒါရိုက်တာများက အသိအမှတ်ပြုပေးရမည် ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကို အခါအားလျော်စွာ တောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာများက သတ်မှတ်သည့် ပုဂ္ဂိုလ်များထံ သတ်မှတ်သည့်အချိန်နှင့်နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက် အရစ်ကျပေးသွင်းစေခြင်း၊ သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂)ဦးထက်မနည်း၊ (၁၅)ဦးထက် မများစေရ။
ပထမဒါရိုက်တာများသည် -
(၁) ဦးအောင်ရဲစိုး . . . . နှင့်
(၂) ဒေါ်ငွေးငွေး . . . . . . တို့ ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေဂျင်းဒါရိုက်တာ အဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ဥာဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းက အသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (-)စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှမပေးဘဲ ဒါရိုက်တာ အဖွဲ့သည် ၎င်းတို့၏ ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံဆွေးနွေးခြင်း၊ အစည်းအဝေးရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာဦးရေသတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦး တက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့်ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည် အတည် ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့် ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံး အတွက်အကျိုးသက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ(က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေအာဏာများကိုမထိခိုက်စေဘဲ ဒါရိုက်တာများသည်အောက်ဖော်ပြပါ အာဏာများရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ-

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန် အာဏာရှိသည့်မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ ၊ အခွင့်အလမ်းများကို မဆိုဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသော မည်သည့်ပစ္စည်း အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။

(၂) သင့်လျော်သော စည်းကမ်းသတ်မှတ်ချက်များဖြင့် ငွေကြေးများကို ချေးငှားရန် သို့မဟုတ်အဆိုပါ ချေးငှားသောငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒိဘင်ချာများ၊ ဒိဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါ အဝင်ယခုလက်ရှိနှင့် နောင်ရှိမည့်ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တဒေသကို အပေါင်ပြု၍ ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒိဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံ စာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါအစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့်ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများအနေဖြင့် သော်လည်းကောင်း၊ သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒိဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံးသို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ဖြစ်စေ၊ ထိုကဲ့သို့ မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့်ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်းအလို့ငှာ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍သော်လည်းကောင်း၊ အပေါင်ပြု၍သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများတောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း၊ ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့်ဝန်ထမ်းများကို အမြဲတမ်းယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက် ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက် လည်းကောင်း၊ အဆိုပါ ပုဂ္ဂိုလ်တို့၏တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ်ရာ၌ လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌ လည်းကောင်း သင့်လျော်သလို ဆောင်ရွက်ရန်၊ ထို့အပြင် အဆိုပါကိစ္စများအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကိုဖြစ်စေ၊ တစ်စိတ်တစ်ဒေသကိုဖြစ်စေ ဒါရိုက်တာများ၏ ကိုယ်စားဆောင်ရွက် နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍မန်နေဂျင်းဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲမန်နေဂျာအဖြစ်ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများအားလုံးကိုဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသော စည်းကမ်းချက်များဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့်ဖြစ်သော မည်သည့်ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ ကိုယ်စားလက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆိုခန့်ထားရန်နှင့် အဆိုပါယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍လိုအပ်သော စာချုပ်စာတမ်းများ ချုပ်ဆို ပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့်စပ်လျဉ်း၍ ဤကုမ္ပဏီကပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီ အပေါ် တောင်းခံသော ကြွေးမြီများနှင့် ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက်သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ်ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက်အပ်နှံရန်အပြင်ဖြန်ဖြေရေး ခုံသမာဓိ၏ဆုံးဖြတ်ချက်အတိုင်းလိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီကရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေး များအတွက် ပြေစာများ ပြုလုပ် ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့် စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီမဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သက်၍ကုမ္ပဏီ၏ကိုယ်စားဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ၊ ထပ်ဆင့်လက်မှတ်ရေးထိုးခြင်းများ၊လျှော်ပစ်ခြင်းများ၊ ကန်ထရိုက်စာချုပ်များနှင့် စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ကိုယ်စား မည်သူက လက်မှတ်ရေးထိုးခွင့်ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆပါက သင့်လျော်လျောက်ပတ်သော နည်းလမ်းများဖြင့်လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင်ငွေများကို အာမခံ ပစ္စည်းပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေရင်းနှီးမြှုပ်နှံထားရန်နှင့် စီမံခန့်ခွဲထားရန်၊ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွှဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေးစိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာသို့မဟုတ် အခြားပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟုယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန် အဆိုပါပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့်အခြားသော သဘောတူညီထားသည့် တရားဝင်သဘော တူညီချက်များနှင့် ဥပဒေပါပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသော မည်သည့်အရာရှိသို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျ ဆောင်ရွက်ခဲ့သည့် လုပ်ငန်းသို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသောအမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေးခြင်းများပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ၊ အမြတ် များခွဲဝေပေးခြင်းစသည်တို့ကို ဤကုမ္ပဏီ၏ လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသဖြစ် သတ်မှတ်ရန်။

(၁၇) ဤကုမ္ပဏီ၏လုပ်ငန်းများ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏ လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ လိုအပ် သည်ဟုယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန်အပြင် အဆိုပါဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကို လည်းကောင်း၊ ၄င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါကကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့် ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှတစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေ သင်းလုံးကျွတ် အစည်းအဝေး ကြီးကို ကျင်းပရမည်။ ထို့နောက်ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့်နေရာ များတွင်ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင်အနည်းဆုံးတစ်ကြိမ်(နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်း အဝေးကြီး နှင့် တစ်ဆယ့်ငါးလထက် မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့်ပတ်သက်၍ ဆုံးဖြတ် ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်းသတ်မှတ်ပြဌာန်းခြင်းမရှိလျှင် ထုတ်ဝေထားသည့် မ,တည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်း ထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံးဆောင်ရွက်ရန်အတွက် အစည်းအဝေး အထမြောက် သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင် အစုရှင်အရေအတွက် နှစ်ဦးတည်းသာ ရှိသည့်ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက် ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ် အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏အစုရှင်များအားခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေငြာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေမပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်းပြည့်မှီသူ ပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်းပြည့်မှီသူများ အား ရုံးဝန်ထမ်းများအဖြစ်ခန့်အပ်မည်ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များ ကဲ့သို့သော ဥဏ်ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်း သတ်မှတ်ချက်များကို သင်းလုံးကျွတ်အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေးဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါသတ်မှတ်ချက်များ နှင့်အညီ ထားသိုထိန်းသိမ်းဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ရငွေ၊သုံးငွေများ၏ပမာဏနှင့်၎င်းရငွေ၊သုံးငွေများဖြစ်ပေါ်ခြင်းနှင့်စပ်လျဉ်းသည့်အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉ ။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံးများသို့မဟုတ် ဒါရိုက်တာ များက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာများတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများ နှင့် လိုက်လျောညီထွေဖြစ်ရမည်။

နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာ ပါသော စာကိုစာတိုက်ခ ကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတဆင့် လိပ်မူပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများက ကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှတစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၆ (ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင် တည်ဆဲဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူးသို့မဟုတ် အခြားအရာရှိတစ်ဦးဦးမှာ မိမိ၏တာဝန်ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ ထိုတာဝန်ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီးတာဝန်များ အတွက် ကုမ္ပဏီထံမှ လျော်ကြေးရထိုက်ခွင့်ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင် ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

✣ ✣ ✣ ✣ ✣ ✣ ✣

အောက်တွင်အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ကိုယ်စီကိုယ်ငှသည်ဤသင်းဖွဲ့စည်းမျဉ်း အရကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန်လိုလားသည့်အလျောက်ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲပြထားသော အစုရှယ်ယာများကိုကုမ္ပဏီ၏မတည်ရင်းနှီးငွေတွင်ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
၁	**ဦးအောင်ရဲစိုး** အမှတ်-၁၀၈(က)၊ သံလွင်လမ်း၊ ရွှေတောင်ကြား (၁) ရပ်ကွက်၊ ဗဟန်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။ **(ကုန်သည်)**	**မြန်မာ** ၁၂/ဗဟန (နိုင်) ၀၈၅၄၄၁	၃၀၀	
၂	**ဒေါ်ဌေးဌေး** အမှတ်-၁၄၆/၄ ၂၊ ခေမာသီရိလမ်း၊ (၅) ရပ်ကွက်၊ မရမ်းကုန်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။ **(ကုန်သည်)**	**မြန်မာ** ၁၂/ဗဟန (နိုင်) ၀၅၄၇၂၇	၂၀၀	

ရန်ကုန်။နေ့စွဲ၊ ၂၀၁၀ ခုနှစ်၊ စက်တင်ဘာလ၊ ၂၀ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum of Association

OF

MACHINERY & SOLUTIONS COMPANY LIMITED

V V V V

I. The name of the Company is " **MACHINERY & SOLUTIONS COMPANY LIMITED** "

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The Authorised Capital of the Company is Ks. 500,000,000/- (Kyats Five Hundred Million Only) divided into (50,000) shares of Ks. 10,000/- (Kyats Ten Thousand Only) each with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

To carry on the following services either solely on its own or in joint-venture, with any foreign or local partners

(a) All kinds of agency business, technical consultants, business consultants, management consultants and advisory services.

(b) Advertising and its agency business.

(c) Business of entertainments and related activities.

(d) Business of all kinds of medical services.

(e) Business of transportation (except railways and airways)

(f) Business of printing and publishing.

(g) Business of surveying and inspection.

(h) Business of feasibility study on new projects, projects formulation, project appraisal and project evaluation.

(i) Business of Account writing, Auditing and legal advisory services.

(j) Business of servicing, maintenance of repairing of all kinds of vehicles and machines.

(k) Business of installation, maintenance and renovation of electrical and electronic goods.

(2) To borrow money for the benefit of the Company's business from any person, firm, company, bank or financial organization in the manners that the Company shall think fit.

PROVISO: - *Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere, save in so far as it may be entitled so as to do in accordance with the Laws, Orders and Notifications in force from time to time and then only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Union of Myanmar for the time being in force.*

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N. R. C No.	Number of shares taken	Signatures
1.	**U Aung Ye Soe ,** No.108(Ka), Than Lwin Street, Shwe Taung Kyar 1st Quarter, Bahan Township, Yangon Region. **(Merchant)**	**Myanmar** 12/Ba Ha Na (Naing) 085441	**300**	
2.	**Daw Htay Htay ,** No.146/Htawunbae 2, Khaymar Thiri Street, Ward No. 5, Mayangone Township, Yangon Region. **(Merchant)**	**Myanmar** 12/Ba Ha Na (Naing) 054727	**200**	

Yango. Dated the 20th day of September, 2010 .

It is hereby certified that the persons mentioned above put their signatures in my presence.

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles of Association

OF

MACHINERY & SOLUTIONS COMPANY LIMITED

V V V V

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Limited Company and accordingly following provisions shall have effect : -

   (a) *The number of members of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.*

   (b) *Any invitation to the public to subscribe for any share or debenture stock of the Company is hereby prohibited.*

CAPITAL AND SHARES

3. The Authorised Capital of the Company is Ks. 500,000,000/- (Kyats Five Hundred Million Only) divided into (50,000) shares of Ks. 10,000/- (Kyats Ten Thousand Only) each with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made upon him to the persons, and at the times and places appointed by the Directors. A call may be made payable by installments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (**2**) and not more than (**15**).

   The First Directors shall be :-

   (1) U Aung Ye Soe ....and
   (2) Daw Htay Htay.

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the power delegated to him by the Board of Directors from time to time.

9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted.

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debentures stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds , debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up there on as may be agreed upon ; and any such bonds, debentures or other securities may be either specifically charged up on all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director , General Manager , Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Conpany.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes zreceipts,endorsements,releases, contracts and documents for or on behalf of the Company.

(14) To invest,place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future)as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye- laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceeding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members , but no dividend shall exceed the amount recommended by the Directors .No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits .

OFFICE STAFF

17. The Company shall maintain an office establisment and appoint a qualified person as General Manager and other qualified persons as office staffs . The remunerations and allowances such as salaries , travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting .The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-

(1) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place:

(2) all sales and purchases of goods by the Company ;

(3) all assets and liabilities of the Company.

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING - UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of these Articles of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N. R. C No.	Number of shares taken	Signatures
1.	**U Aung Ye Soe**, No.108(Ka), Than Lwin Street, Shwe Taung Kyar 1st Quarter, Bahan Township, Yangon Region. **(Merchant)**	**Myanmar** 12/Ba Ha Na (Naing) 085441	**300**	(signed)
2.	**Daw Htay Htay**, No.146/Htawunbae 2, Khaymar Thiri Street, Ward No. 5, Mayangone Township, Yangon Region. **(Merchant)**	**Myanmar** 12/Ba Ha Na (Naing) 054727	**200**	(signed)

Yango. Dated the 20th day of September, 2010.

It is hereby certified that the persons mentioned above put their signatures in my presence.

3.4 FINANCIAL STATEMENT (AS PER ATTACHMENT – 3)

Ep-3

ONGC VIDESH LIMITED

6th floor, Kailash
26, K G Marg
New Delhi- 110001
India

	LIST OF DOCUMENTS	PAGE NUMBER
1	FRESH CERTIFICATE OF INCORPORATION CONSEQUENT ON CHANGE OF NAME	1
2	CERTIFICATE OF INCORPORATION	2
3	MEMORANDUM OF ASSOCIATION	3
4	ARTICLE OF ASSOCIATION	13

FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT ON CHANGE OF NAME

COMPANY NO. ....4343.

IN THE OFFICE OF THE REGISTRAR OF COMPANIES,
DELHI AND HARYANA

(UNDER THE COMPANIES ACT, 1956 (OF 1956)

In the matter of HYDROCARBONS INDIA LIMITED

I hereby certify that HYDROCARBONS INDIA LIMITED which was originally incorporated on FIFTH day of MARCH One Thousand Nine Hundred SIXTY FIVE Under the Indian ~~[illegible]~~ Companies Act, 1956 and Under the name HYDROCARBONS INDIA LIMITED having duly passed the necessary special resolution in terms of section 21 ~~[illegible]~~ of the Companies Act, 1956 and the approval of Central Government signified in writting have been accorded thereto in the Department of Company Affairs, New Delhi approval letter No. 21/4343/12626 Dated 12/6/89 The name of the said Company is this day changed to ONGC VIDESH LIMITED and this certificate is issued pursuant 23(1) of the said Act.

Given under my hand at NEW DELHI this FIFTEENTH day of JUNE (One Thousand Nine Hundred. EIGHTY NINE

(D.K. GUPTA)
ASSTT. ~~[illegible]~~ REGISTRAR OF COMPANIES
DELHI & HARYANA

ATTESTED
SUDESHNA BANERJEE
Deputy Director
FICCI
Federation House, Tansen Marg
NEW DELHI

Federation of Indian Chambers of Commerce & Industry
New Delhi

ATTESTED

Attested the seal of the Ministry of External Affairs of the Government of India and the signature of the authorized official thereof

(Ma Thein Nu)
Second Secretary

No. 118/2013
Date. 19/02/2013

20774

संख्या दिनांक
No.......... Date..........
वाणिज्य मण्डल के सहायक सचिव/उप सचिव/सचिव के हस्ताक्षर सत्यापित किए जाते हैं।
The Signature of Asstt. Secretary/Dy. Secretary/Secretary of Chamber of Commerce Attested.

FEB 2013

विदेश मंत्रालय Ministry of External Affairs Govt. of India, New Delhi भारत सरकार, नई दिल्ली पु०563

(जार्ज लाकरा)
(GEORGE LAKRA)
अनुभाग अधिकारी (ओ.आई.)
Section Officer (O.I.)
सी.पी.वी. प्रभाग/C.P.V. Division
विदेश मंत्रालय, नई दिल्ली
Ministry of External Affairs
New Delhi

Form I. R.

CERTIFICATE OF INCORPORATION

No. 4343 of 1964-65

I hereby certify that HYDROCARBONS INDIA PRIVATE LIMITED

is this day Incorporated under the Companies Act. 1956 (No. 1 of 1956) and that the Company is Limited.

Given under my hand at NEW DELHI this FIFTH (14th) day of MARCH (PHALGUNA) One thousand nine hundred and SIXTY FIVE (1886 SAKA)

(JT KHULAL)
Registrar of Companies.
DELHI

J. S. C. I
MTP—297 JSC—12491—(C-186)—25-11-61—3,000.

ATTESTED
SUDESHNA BANERJEE
Deputy Director
FICCI
Federation House, Tansen Marg
NEW DELHI

Federation of Indian Chambers of Commerce & Industry
New Delhi

ATTESTED

A... ...ed the seal of the
M... ... External Affairs
of ... Government of India
and ... signature of the
authorized official thereof

(Ma Thein Nu)
Second Secretary

No. 119/2013
Date 19/02/2013

20773
संख्या ... दि...
No. ... Date ...
... के सहायक सचिव/उप सचिव
सचिव के हस्ताक्षर सत्यापित किए जाते हैं ।
The Signature of Asstt. Secretary/
Dy. Secretary/Secretary of Chamber
of Commerce Attested.

(जार्ज लकरा)
(GEORGE LAKRA)
अनुभाग अधिकारी (ओ.आई.)
Section Officer (O.I.)
सी.पी.वी. प्रभाग/C.P.V. Division
विदेश मंत्रालय, नई दिल्ली
Ministry of External Affairs
New Delhi

विदेश मंत्रालय
Ministry of External Affairs
मु०568
Govt. of India, New Delhi
भारत सरकार, नई दिल्ली

MEMORANDUM OF ASSOCIATION

OF

ONGC VIDESH LIMITED

1. The name of the Company is "ONGC Videsh Limited".

2. The Registered Office of the Company will be situated in the Union Territory of Delhi.

3. The objects for which the Company is established are:

(1) To act as an agent of the Oil and Natural Gas Commission, a body corporate established by the Central Government under the Oil and Natural Gas Commission Act (43 of 1959) and as directed by the Oil and Natural Gas Commission exercise all the rights acquired and perform all the obligations undertaken by the said Commission under

(a) the agreement made and entered into on the 26th August, 1964 by and between A.G.I.P., S.p.A., an Italian Corporation, Phillips Petroleum Company, a Delaware U.S.A. Corporation and the said Oil and Natural Gas Commission, read with the agreement made and entered into on the 30th July, 1964 by and between the said Phillips Petroleum Company and the A.G.I.P, S.p.A., and

(b) the agreement made and entered into on the 17th January, 1965 by and between National Iranian Oil Company of the One Part and the said A.G.I.P., S.p.A, Phillips Petroleum Company and the Oil and Natural Gas Commission of the Other Part.

ATTESTED
SUDESHNA BANERJEE
Deputy Director
FICCI
Federation House, Tansen Marg
NEW DELHI

Federation of Indian Chambers of Commerce & Industry
New Delhi

ATTESTED

Attested the seal of the
Ministry of External Affairs
of the Government of India
and the signature of the
authorized official thereof

19.2.13
(Ma Thein Nu)
Second Secretary

No. 120/2013
Date 19/02/2013

14 FEB 2013

संख्या 20772 दिनांक
No.........................Date...................
वाणिज्य मंडल के सहायक सचिव/उप सचिव/
सचिव के हस्ताक्षर सत्यापित किए जाते हैं।
The Signature of Asstt. Secretary/
Dy. Secretary/Secretary of Chamber
of Commerce Attested.

विदेश मंत्रालय
Ministry of External Affairs
मु०568
Govt. of India, New Delhi
भारत सरकार, नई दिल्ली

(जार्ज लकरा)
(GEORGE LAKRA)
अनुभाग अधिकारी (ओ.आई.)
Section Officer (O.I.)
सी.पी.वी. प्रभाग/C.P.V. Division
विदेश मंत्रालय, नई दिल्ली
Ministry of External Affairs
New Delhi

And if thought fit and proper or considered necessary to take over, acquire and undertake all the rights and interests and obligations under the said respective agreements as a transferee or assignee thereof on such terms and conditions a may be mutually agreed upon.

(2) To search for, purchase, take on lease or licence obtain concessions over or the otherwise acquire for any estate or interest in, develop the resources of, work, dispose of or otherwise turn to account, land in the whole of India and outside India containing, or thought likely to contain, petroleum or other oils in any form, asphalt, bitumen or similar substances or natural gas, chemicals or any substance used, or which is thought likely to be useful for any purpose for which petroleum or other oils in any form, asphalt, bitumen or similar substances, or natural gas is, or could be, used, and to that end to organise, equip and employ expeditions, commissions, experts and other agents.

(3) To carry on in all their respective branches all or any of the businesses of exploring, drilling, extracting, producing, treating (including refining), storing, transporting, exporting, and generally dealing in, or with, petroleum and other crude oils, asphalt, bitumen, natural gas, chemicals and any such substances as aforesaid inside or outside India.

(4) To carry on all or any of the businesses of consignees and agents for the sale of, and dealers in petroleum and other crude oils, asphalt, bitumen, natural gas, chemicals and any such substances as aforesaid, and other kindred businesses, wharfingers, merchants, carriers, ship owners, factors and brokers in all or any of their branches, and to treat and turn to account in any manner whatsoever (including refining) any petroleum, and other crude oils, asphalt, bitumen, natural gas, chemicals and any such substances as aforesaid.

(5) To carry into effect by such means as the Company may deem suitable any of the businesses aforesaid and to acquire or provide any raw materials and services in connection therewith.

(6) To acquire, work and dispose of, and deal in, any mines, metals, minerals, clay and other like substances and to acquire, prepare for market, produce, manufacture, deal in or otherwise turn to account any mineral, animal or vegetable substances or products.

(7) To acquire, construct, carry out, equip, maintain, alter, improve, develop, manage, work, control and superintend any electric light and gasworks and power plant, telegraphs and telephones and any ghats, markets, reservoir, waterworks, tanks, bridges, villages, roads, ways, tramways, railways, canals, aqueducts, watercourses, dykes, drains, wharves, dyeworks, furnances, crushing works, hydraulic works, workshops, factories, warehouses, sheds, dwellings, offices, shops, stores, building, pipelines, pumping stations, wireless installations, aerodromes and other works and conveniences which may seem directly or indirectly conducive to any of the objects of the Company and to contribute, subsidise or otherwise aid by taking part in any such operations.

(8) To buy, sell, manufacture, repair, alter, improve, exchange, let out on hire, import, export, and deal in all factories, works, plant, machinery, tools, utensils, appliances, apparatus, products, materials, substances, articles and things capable of being used in any business which this Company is competent to carry on or required by any customers of or persons having dealings with the Company or commonly dealt in by person engaged in any such business or which may seem capable of being profitably dealt with in connection therewith and to manufacture, experiment with, render marketable and deal in all products or residual and by-products incidental to or obtained in any of the businesses carried on by the Company.

(9) To purchase, take on lease or tenancy or in exchange, hire, take options over or otherwise acquire any estate or interest whatsoever and to hold, develop, work, cultivate, deal with and turn to account concessions, grants, decrees, licences, privileges, claims, options, leases, property, real or personal or rights or powers of any kind which may appear to be necessary or convenient for any business of the Company and to purchase, charter, hire, build, or otherwise acquire vehicles of any or every sort or description for use on or under land or water or in the air and to employ the same in the carriage of merchandise of all kinds or passengers and to carry on the businesses of owners of trucks, trams, lorries, motor cars and of ship owners and lightermen and owners of aircraft in all or any of their respective branches.

(10) To carry on the business specified in all or any of the foregoing sub-clauses either as principal, agent, trustee, sub-contractor or otherwise and either alone or in conjunction with others or either by or through agents, sub-contractors, trustees or otherwise.

(11) To receive loans or grants or deposits from the Central Government and/or the Oil and Natural Gas Commission.

(12) To lend money, either with or without security, and generally to such persons and upon such terms and conditions as the Company may think fit.

(13) To undertake financial and commercial obligations, transactions and operations of all kinds in respect of and in relation to the several objects hereinbefore and hereinafter specified.

(14) To insure with any other company, firm or person against losses, damages and risks of all kinds which may affect the Company, provided that nothing herein contained shall empower the Company to carry on the business of life assurance, accident assurance, fire assurance, employer's liability assurance, industrial

assurance, motor assurance, or any business of insurance or reinsurance within the meaning of the Insurance Act, 1938, or any act amending, extending or re-enacting the same.

(15) To guarantee the performance of the obligations of and the payments of dividends and Interest on any stock, shares or securities of any company, corporation, firm or person in any case in which such guarantee may be considered liked directly or indirectly to further the objects of the Company or the interests of its shareholders.

(16) To guarantee the payment of money unsecured or secured by or payable under or in respect of promissory notes, bonds, debentures, debentures-stocks, contracts, mortgages, charges, obligations, instruments, and securities of any company or any authority, supreme, municipal, local or otherwise or of any persons whomsoever whether incorporated or not incorporated, and generally to guarantee or become sureties for the performance of any contracts or obligations.

(17) To subscribe for absolutely or conditionally, purchase or otherwise acquire and to hold, dispose of and deal in shares, stocks and securities or obligations of any other company whether Indian or foreign.

(18) To invest any money of the Company not for the time being required for any of the purposes of the Company in such investments (other than shares or stock in the Company) as may be thought proper and to hold, sell, or otherwise deal with such investments.

(19) To borrow or raise or secure the payment of money in such manner as the Company shall think fit.

(20) To draw, make, accept, discount, execute and issue bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments of securities.

(21) To apply for, purchase or otherwise acquire and protect, prolong and renew whether in India or elsewhere any patents, patent rights, brevets d'invention, trade marks, designs, licences, protections, concessions and the like conferring any exclusive or non-exclusive or limited right to use any secret or other information as to any invention, process or privilege which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop, manufacture under or grant licence or privileges in respect of, or otherwise turn to account the property, rights and information so acquired and to carry on any business in any way connected therewith.

(22) To expend money in experimenting on and testing and in improving or seeking to improve any patents, rights, inventions, discoveries, processes or information of the Company or which the Company may acquire or propose to acquire.

(23) To establish, provide, maintain and conduct research and other laboratories.

(24) To receive, take over, acquire and undertake all or any part of the business, property, including Mining Leases and Prospecting Licences, and all other rights, benefits or advantages belonging to and duties, obligations and liabilities of any person or company carrying on any business which this Company is authorised to carry on, for such consideration and upon such terms and conditions as may be thought fit and proper.

(25) To enter into partnership or into any arrangement for sharing profits or into any union of interests, joint venture, reciprocal concession or co-operation with any person or persons or company or companies carrying on, or engaged in, or about to carry on or engage in, or being authorised to carry on or engage in, any business or transaction which this Company is authorised to carry on or engaged in or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.

(26) To enter into any arrangement and to take all necessary or proper steps with Governments or with other authorities, supreme, national, local, municipal or otherwise of any place in which the Company may have interests and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects at the Company or effecting any modifications in the constitution of the Company or furthering the interests of its members and to oppose any such steps taken by any other company, firm or person which may be considered likely directly or indirectly to prejudice the interests of the Company or its members and to promote or assist the promotion, whether directly or indirectly, of any legislation which may appear to be in the interests of the Company and to obtain from any such Government authority or any company, any charters, contracts, decrees, rights, grants, loans, privileges or concessions which the Company may think it desirable to obtain and carry out, exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges or concessions.

(27) To adopt such means of making known the activities and products of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, by making and exhibiting films and granting prizes, awards and donations.

(28) To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object or for any exhibition.

(29) To establish and support, or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefits persons who are or have been Directors of or who are or have been employed by or who are serving or have served the Company or the dependents or connections of such persons and to grant pensions and allowances and to make payments towards insurance.

(30) To distribute all or any of the property of the Company amongst the members in specie or kind, in the event of winding up.

(31) To carry on any other business whether as manufacturer, dealer or otherwise that may seem to the company capable of being conveniently carried on in connection with the objects mentioned above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights or which it may be advisable to undertake with a view of improving developing rendering valuable or turning to account any property real or personal belonging to the Company or in which the Company may be interested and to do all or any of the said things, either as principal, agent, trustee, contractor or otherwise, and either alone or in conjunction with others, and either by or through agents, subcontractors, trustees or otherwise.

(32) To amalgamate with any other company having objects altogether or in part similar to those of this Company.

(33) To establish, and regulate branches or agencies of the Company at any place in India or elsewhere and to discontinue the same and to appoint Agents, Representatives, and Managers whether inside or outside India.

(34) To form, incorporate, establish, promote wholly owned subsidiary company or companies in any part of the world outside India with a view to carrying on any business or businesses considered to be facilitating or beneficial in furtherance of the objects of the Company and necessary for complying with the laws of the country or countries in which the company is incorporated, provided that the equity of such company or companies shall not be divested without obtaining the consent of the Company in the General meeting.

(35) To do all such things as are incidental or conducive to the attainment of the objects aforesaid.

And it is hereby declared that the word "Company" save when used in reference to this Company, in this clause, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated whether domiciled in India or elsewhere.

4. The liability of members is limited.

5. The Share Capital of the Company is ` 5000,00,00,000 (Rupees Five Thousand Crore only) divided into 50,00,00,000 (Fifty Crore) Equity Shares of ` 100 (Rupees One Hundred) each, with the rights, privileges and conditions attaching thereto as are provided by the regulations of the Company for the time being, with power to increase and reduce the Capital of the Company and to divide the shares into several classes and to attach thereto respectively such preferential, deferred, qualified, or special rights, privileges or conditions as may be determined by or in accordance with the regulations of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company.

We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

Names, Addresses, Descriptions and Occupations of Subscribers	Number of Shares taken by each subscriber	Signature of subscribers	Name Address, Description and signature of Witness
1. Oil & Natural Gas Commission, a body corporate having its Office at Tel Bhawan, Dehra Dun	Four thousand nine hundred & ninety six (4996)		
2. N. N. Kashyap, Member, Oil & Natural Gas Commission, Link House, Bahadur Shah Zafar Marg, New Delhi	One(1)		
3. R. R. Bahl, Officer of Special Duty (Petrochemicals), Oil & Natural Gas Commission, Children Book Trust Building, 4, Bahadur Shah Zafar Marg, New Delhi	One(1)		
4. B. N. Bhola, Deputy Financial Adviser & Chief Account Officer, Oil & Natural Gas Commission, Rail Bhawan, NewDelhi	One(1)		
5. N .C. Lahiri, Advocate, Law Officer, Oil & Natural Gas Commission, Tel Bhawan, Dehra Dun	One(1)		
Total	Five thousand (5000)		

Dated, the .... day of 1965

ARTICLES OF ASSOCIATION
OF
ONGC VIDESH LIMITED
(COMPANY LIMITED BY SHARES)

PRELIMINARY

1. Subject to the provisions contained in these Articles, the Regulations contained in Table A in the First Schedule of the companies Act, 1956, (hereinafter referred to as Table A) shall apply to the Company.

2. "Deleted"

In these Articles unless there be something in the subject or context inconsistent therewith:-

"The Act" means the Companies Act, 1956.

"The Company" means ONGC Videsh Limited.

"The Directors" means the Directors for the time being of the Company.

"Board of Directors" or "Board" means the Directors of the Company collectively.

"Chairman" means the Chairman for the time being of the Company.

"The Managing Director" means the Managing Director for the time being of the Company.

"Finance Director" means the Finance Director for the time being of the Company.

"The Office" means the Registered Office for the time being of the Company.

"Register" means the Register of Members to be kept pursuant to Section 150 of the Act.

"The Registrar" means the Registrar of Companies, Delhi.

"Dividend" includes bonus.

"Month" means calendar month.

"Seal" means the common Seal of the company.

ATTESTED

"The Central Government" means the Government of the Republic of India.

"The Corporation" means the Oil & Natural Gas Corporation Limited.

"Proxy" includes Attorney duly constituted under a Power-of Attorney.

"In Writing" and 'Written" include printing, lithography and other modes of representing or reproducing words in a visible form.

Words importing the singular number only include the plural number and vice versa.

Words importing the masculine gender only include the feminine gender.

Words importing person include corporations.

CAPITAL & SHARES

3. The Share Capital of the Company is ` 5000,00,00,000 (Rupees Five Thousand Crore only) divided into 50,00,00,000 (Fifty Crore) equity shares of ` 100 (Rupees One hundred) each with power to increase or reduce the capital.

4. The Shares shall be under the control of the directors who may allot or otherwise dispose of the same in such manner as they think fit and proper.

5. The business of the Company may be commenced as soon after the incorporation of the company as the directors may think fit.

TRANSFER OF SHARES

6. The Company shall keep a "Register of Transfers" and therein shall be fairly and distinctly entered particulars of every transfer or transmission of any share.

7. Subject to the provisions of Section 111 of the Act, the Board may, at its own, absolute and uncontrolled discretion and after assigning a reason, decline to register or acknowledge any Transfer of shares, whether fully paid or not, (notwithstanding that the proposed Transferee be already a

Member) but in such cases it shall within two month from the date on which the instrument of transfer was lodged with the Company, send to the Transferee and the Transferor, notice of refusal with reason, to register such transfer.

8. ONGC may direct holder of the share (s) beneficial interest of which lies with ONGC, to transfer the same to the person (s) nominated by it, and such decision will be binding on such shareholder and/or his/her heir (s).

RESTRICTION ON MEMBERS

9. No member of the company shall, without the previous consent in writing of all the members, be directly or indirectly employed or concerned or interested in or assist in carrying on any business in competition with the Company or having interest inconsistent with those of the Company otherwise than as holder of shares or debentures, and if it be proved that any member has committed a breach of this provision the shares of such member may be liable to be forfeited.

10. Unless otherwise determined by the Company in a general meeting, the number of Directors shall be not less than three or more than fifteen.

11. The Oil and Natural Gas Corporation Limited, a Company registered under the Companies Act, 1956, shall have power to appoint the Chairman and all the Directors in the Company (except those to be appointed by the President of India under these Articles), for such period as it may consider fit and proper with power to terminate appointment and appoint any other individual or individuals as Directors of the Company.

11-A. A Director of the Company shall not be required to hold any qualification share.

12-A. (a) The said Corporation shall have power to appoint one of the Directors as the Chairman of the Company on such terms and

conditions and for such period as it may think fit and proper and shall also have power to terminate the appointment and appoint any other Director as the Chairman.

(b) The Chairman shall preside every general meeting of the Company and every meeting of the Board of Directors. In case Chairman is not present, one of the Directors will be elected as Chairman of the Meeting of the Company.

(c) The Board may, from time to time, entrust to and confer upon the Chairman for the time being such powers as they may think fit for such time and upon such terms and conditions and with such restrictions as they may think expedient and may, from time to time, revoke, withdraw, alter or vary all or any of such power.

12-B. So long as the Government and/or the Oil and Natural Gas Corporation Limited hold 51 % or more of the equity paid up share capital of the Company, the Managing Director of the Company shall be appointed by the President of India on such terms & conditions, remuneration and tenure as the President of India may determine from time to time.

12-C. (a) So long as the Government and/or the Oil and Natural Gas Corporation Limited hold 51 % or more the equity paid up share capital of the Company, the President of India shall, subject to the provisions of Section 255 of the Companies Act, 1956, appoint, in consultation with Chairman of the Company, such number of functional Directors on a whole- time basis as deemed fit on such terms & conditions, remuneration and tenure as the President of India may from time to time determine.

(b) The Board may, from time to time, entrust to, and confer upon the Functional Directors for the time being such powers as they may think expedient, and may, from time to time, revoke, withdraw, alter or vary all or any of such powers.

13. (a) The Board may, from time to time, entrust to and confer upon the Managing Director for the time being such powers as they may think fit for such time and upon such terms and conditions and with such restrictions as they may think expedient and may from time to time revoke, withdraw, alter or vary all or any of such powers, exclusive of the powers expressly conferred upon the Managing Director under the Articles.

(b) The Managing Director may, if so authorised by the Board, further delegate such powers as he thinks fit to other officers and directors of the Company, and such further delegation of powers made by the Managing Director shall be reported at the meeting of the Board of Directors immediately following the date of each such delegation.

(c) The Managing Director shall, subject to the control and supervision of the Board of Directors, have the power of engagement and dismissal of managers, engineers, assistants, clerks, and labourers and shall have power and control over the management of the business of the Company with full power to do all acts, matters and things, deemed necessary, proper or expedient for carrying on the business and concerns of the Company including the power to make such investment of the Company's funds as he shall think fit and to make and sign all contracts and to draw, sign, accept, endorse and negotiate, on behalf of the Company, all bills of exchange, promissory notes, hundies, cheques, drafts, and other securities and instruments. All moneys belonging to the Company shall be paid to such bankers as the directors shall deem expedient and all receipts for moneys paid to the Company shall be signed by the Managing Director whose receipt shall be an effectual discharge for the moneys therein stated to have been received.

14. Each Director including the Managing Director shall be paid out of the funds of the Company such fee as may be decided by the Board of

Directors and be reimbursed reasonably travel, living and hotel expenses for attending each meeting of the Board or its Committees, and such fee shall not exceed an amount as prescribed in the Companies Act, 1956 and rules made there under. Further, If any, Director be called upon for any other business of the Company, he may be paid such remuneration as may be decided by the Board and be reimbursed reasonably travel, living and hotel expenses incurred in connection thereof.

POWERS AND DUTIES OF DIRECTORS

15. The powers and responsibilities of the directors of the Company shall be as in the Companies Act, 1956 and in Table A thereof except in so far as they stand modified by the provisions of these Articles.

BORROWING POWERS

16. The Board of Directors may from time to time raise or borrow any sums of money for and on behalf of the Company from the Central Government, Oil and Natural Gas Corporation, members or other persons, companies or banks or they may themselves advance money to the Company on such terms and conditions as may be approved by the directors.

17. The Board of Directors may, from time to time, secure the payment of such money, in such manner and upon such terms and conditions in all respects as it thinks fit and in particular by the issue of debentures or bonds of the Company or by mortgage or charge of all or any part of the property of the Company and of the uncalled capital for the time being.

18. Subject to the provisions of the Companies Act, 1956 any debentures, bonds or other securities may be issued at discount, premium or otherwise and with special privileges as to the redemption, surrender, drawing, allotment of shares, attending and voting at general meetings of the Company and otherwise.

19. The Company may, from time to time, in general meeting increase or reduce the number of directors.

PROCEEDING OF DIRECTORS

20. The quorum necessary for the transaction of the business of the directors shall be one-third of its total strength or two directors whichever is higher.

THE SEAL

21. The Company shall have a Common Seal and the directors shall provide for the safe custody thereof. The Seal shall not be applied to an instrument except by the authority of a resolution of the Board of Directors and in presence of at least one director or the Managing Director and such director or Managing Director shall sign every instrument to which the Seal shall be affixed in his presence. Such signature shall be conclusive evidence of the fact that the seal has been properly affixed, the Company shall also have for use in any territory, district or place not situated in India an official seal which shall be a facsimile of the Common Seal of the Company with the addition on its face of the name of the territory, district or place where it is to be used.

RESERVE FUND

22. The Company shall create and maintain a reserve fund in which shall be placed not less than five per-cent of the net profits every year. Such reserve fund shall be kept or invested in such banks or places as the directors shall decide.

ACCOUNTS

23. The Company shall keep proper books of account with respect to:
- (a) the assets and liabilities of the Company;
- (b) all the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place; and
- (c) all sales and purchases of goods by the Company.

The books of account shall be kept at the registered office and shall always be open to inspection by the directors

AUDIT

24. Once at least in every year the accounts of the Company shall be examined and audited by an auditor duly appointed.

25. The Auditor of the Company shall be appointed or reappointed by the Central Government on the advice of the Comptroller & Auditor General of India under sec. 619 of the Act and his rights, duties and remuneration shall be regulated by sections 224 to 233 of the Act and as directed by the Government.

Names, Addresses, Descriptions and Occupations of Subscribers	Number of Shares taken by each subscriber	Signature of subscribers	Name Address, Description and signature of Witness
1. Oil & Natural Gas Commission, a body corporate having its Office at Tel Bhawan, Dehra Dun	Four thousand nine hundred & ninety six (4996)		
2. N. N. Kashyap, Member, Oil & Natural Gas Commission, Link House, Bahadur Shah Zafar Marg, New Delhi	One(1)		
3. R. R. Bahl, Officer of Special Duty (Petrochemicals), Oil & Natural Gas Commission, Children Book Trust Building, 4, Bahadur Shah Zafar Marg, New Delhi	One(1)		
4. B. N. Bhola, Deputy Financial Adviser & Chief Account Officer, Oil & Natural Gas Commission, Rail Bhawan, NewDelhi	One(1)		
5. N. C. Lahiri, Advocate, Law Officer, Oil & Natural Gas Commission, Tel Bhawan, Dehra Dun	One(1)		
Total	Five thousand (5000)		

Dated, the .... day of 1965

ONGC VIDESH

ONGC VIDSEH LTD

ONGC Videsh Ltd's Detail Track Record

ONGC Videsh Ltd (OVL) is a wholly-owned subsidiary of Oil and Natural Gas Corporation Limited (ONGC) - the flagship national oil company of India.

Starting with the exploration and development of the Rostam and Raksh oil fields in Iran and undertaking a service contract in Iraq, a major breakthrough was achieved by OVL in 1992 in Vietnam with the discovery of two major free gas fields, namely LanTay and LanDo, in partnership with British Petroleum and Petro-Vietnam. The success carried on thereafter. In 2001, OVL acquired 20% stake in Sakhalin-1 project in the far east of Russia. In January 2009, OVL completed the acquisition of Imperial Energy Corporation Plc.- an UK listed company, having its exploration and production assets in Tomsk region of Western Siberia, Russia with an investment of over USD 2.1 billion.

OVL along with other consortium partners was selected in February, 2010 by Government of the Bolivarian Republic of Venezuela for awarding a 40% ownership (equity) interest in an "Empresa Mixta" (or "Mixed Company") which will develop the Carabobo 1 Norte and Carabobo 1 Centro blocks located in the Orinoco Heavy Oil Belt of Venezuela. This is a multi-billion integrated oil project in Venezuela.

Recently, OVL added one asset in its portfolio of exploratory assets by signing agreements with KazMunaiGas (KMG), the national oil company of Kazakhstan for acquisition of 25% participating interest in Satpayev exploration block on 16th April, 2011 at Astana, Kazakhstan in the presence of Hon'ble Prime Minister of India and the President of Kazakhstan.

The company, adopting a balanced portfolio approach, maintains a combination of producing, discovered and exploration assets, working as operator in 8 projects and joint operator in 7 projects. OVL produces hydrocarbons from its 10 assets, namely, Russia (Sakhalin-I and Imperial), Syria (Al-Furat Project), Vietnam (Block 06.1), Colombia (Mansarover Energy Colombia Limited), Sudan (GNPOC), South Sudan (GPOC and SPOC/Block 5A), Venezuela (San Cristobal) and Brazil (BC-10). In 5 projects hydrocarbon has been discovered and are under various stages of development phase whereas 14 projects are in exploration phase. OVL has successfully completed 741 km long pipe line project in Sudan in 2005. OVL's share of oil and gas production was 8.753 MMT of O+OEG in 2011-12 and its overseas cumulative investment has crossed USD 14 billion.

While OVL participates and operates in varied environments – both political and geographical, it is committed to the highest standards of Occupational Health, Safety and Environment protection and compliance to all applicable local laws and regulations. Understanding well its Corporate Social Responsibility, OVL makes valuable contributions to the communities and economies in which it operates by investing in education and training, improving employment opportunities for nationals, and providing medical, sports and/or agricultural facilities, besides payment of tax revenues to local governments.

ATTESTED

ATTESTED

Attested the seal of the
Ministry of External Affairs
of the Government of India
and the signature of the
authorized official thereof

19.2.13

(Ma Thein Nu)
Second Secretary

No. 116/2013
Date 19/02/2013

14 FEB 2013

संख्या 20769
No.

वाणिज्य मंडल के सहायक सचिव/उप सचिव/
सचिव के हस्ताक्षर सत्यापित किए जाते हैं।
The Signature of Asstt. Secretary/
Dy. Secretary/Secretary of Chamber
of Commerce Attested.

विदेश मंत्रालय
Ministry of External Affairs
पु०568
Govt. of India, New Delhi
भारत सरकार, नई दिल्ली

(जार्ज लकरा)
(GEORGE LAKRA)
अनुभाग अधिकारी (ओ.आई.)
Section Officer (O.I.)
सी.पी.वी. प्रभाग/C.P.V. Division
विदेश मंत्रालय, नई दिल्ली
Ministry of External Affairs
New Delhi

Some of the leading alliance partners of OVL are BP, CNPC, EcoPetrol, ENI, Exxon, Statoil Hydro, PDVSA, Petrobras, Petronas , Petrovietnam, Repsol, Rosneft, Shell, Sinopec and Total.

OVL today has presence in 28 E&P projects in 14 countries, namely ; Vietnam, Iraq, Libya, Syria, Sudan, South Sudan, Cuba, Brazil, Venezuela, Russia, Myanmar, Colombia, Nigeria and Kazakhstan.

During FY 2011-12, ONGC, the parent company of OVL operated a.12.82 MMTPA refinery Mangalore Refinery and Petrochemical Ltd (MRPL) at Mangalore on West coast of India. ONGC also holds equity in Indias largest public sector refiner, IOC Ltd. ONGC also holds 12.5% equity in Potronet LNG Ltd. and a strategic relationship for expansion of LNG business.

OVL's Detailed Track Record in Myanmar

Block- A-1, A-3:

OVL holds 17% PI in Blocks A1 and A3 and remaining stakes held by Daewoo (51%), GAIL and KOGAS (8.5% each) and balance 15% with MOGE. Block A-1 extends over an area of 2,129 sq. km of Rakhine Coast in Arakan offshore in north-western Myanmar. Commercial quantity of natural gas has been discovered in the Block in two fields, Shwe and Shwe Phyu. The Shwe and Shwe Phyu field appraisals have been completed by the consortium and the Gas Initially In-Place (GIIP) certified by an independent firm for the Shwe and Shwe Phyu gas fields is 3.83 TCF. Out of 16 wells drilled so far in the block, 9 have been found gas bearing.

Block A-3, adjacent to Block A-1, covers presently an area of 3,441 sq km with bathymetry up to 1,500 meters in the Rakhine offshore. So far six exploratory wells have been drilled in this Block, of which three are gas bearing. Commercial quantity of gas has been discovered from Mya Gas Field. The Gas Initially In-Place (GIIP) certified by an independent firm for the Mya Gas field is 1.52 TCF.

A combined Field Development Plan for Blocks A-1 and A-3 comprising of Shwe, Shwe Phyu and Mya gas fields approved by Consortium Partners is expected to be commissioned by May 2013. OVL's share of investment in the mid-stream project till 31st March, 2012 was about USD 171.74 million and USD 106.1 million for Block A-1 and A-3 respectively.

The mid-stream project which is a part of the combined development of A-1 and A-3 blocks, is in progress through an EPCIC contract and includes construction of offshore pipeline of 110 Km X 32" from Shwe Offshore Platform to land fall point at Ramree Island, onshore gas terminal, supply base and jetty. The construction of 32" offshore pipeline and supply base and jetty has been completed. The Project is scheduled to be completed by March 2013. The Company's share of investment was about USD 39.33 million till 31st March, 2012.

Onshore Pipeline Company (PipeCo-2)

OVL also has participation in the Onshore Gas Pipeline Transportation project through a joint venture company namely South-East Asia Gas Pipeline Company Limited (SEAGP) registered in Hong Kong on 25th June 2010, in which the stake of the Company is 8.347%. The shareholding of other partners is CNPC, China- 50.9%, Daewoo- 25.041%, MOGE, Myanmar 7.365%, GAIL and KOGAS 4.1735% each. The joint company will lay an on-land pipeline of 793 Km X 40" from land fall point at Ramree Island to Ruilli at Myanmar-China border. To achieve the first gas from Shwe Gas Development Project in mid-2013, the onshore pipeline project is scheduled to be completed by March 2013. Out of the 5 EPC sections, 2 EPC sections are nearing completion and work on other 3 EPC sections is progressing. Out of the 6 HDD projects, 3 have been completed and work on other 3 HDD projects is progressing. The Company's share of investment in the project till 31st March, 2012 was about USD 43.07 million.

OVL's share in the Combined Development of Blocks A-1 and A-3 including Offshore Mid-stream project and Onshore Gas Transportation pipeline is estimated at about USD 880.61 million.

Blocks AD-2, AD-3 and AD-9:

OVL acquired three offshore deepwater exploration Blocks i.e. AD-2, AD-3 and AD-9 on 23rd September, 2007 in Myanmar. OVL was operator with 100% PI in all the three Blocks. The Blocks had been awarded on the basis of mutual understanding and cooperation between India and Myanmar in the hydrocarbon sector. The blocks AD-2, AD-3 and AD-9 extend over an area of 8,100 sq km, 9,900 sq km and 7,800 sq km respectively with water depths ranging from 1,500 to 3,000 meters in Rakhine Coast in Myanmar.

The exploration period spread over four phases extends to 5 years for AD-2; and 7 years for AD-3 and AD-9. 2D Seismic and GM data acquisition and processing have been completed. During exploration period, the Company completed the reprocessing of 2,677 LKM of 2D data and made a complete reassessment of hydrocarbon potential of these blocks. The blocks however were found to be ***high risk with uncertain rewards*** and after due consideration the Company has relinquished the Blocks at the end of the First Exploration Period in case of AD-2 and after Study Period in blocks AD-3 and AD-9 which ended on 22nd December, 2010. The Company has written off total amount of USD 24.01 million in these blocks.

S Sharma

SUDHIR SHARMA 12/02/13
General Manager (Geology)
ONGC VIDESH LIMITED
New Delhi-110001 (INDIA)

S. Mann & Co.
Chartered Accountants

1006, 10th Floor,
Vikrant Tower,
Rajindra Place, New Delhi -110 008

GSA & Associates
Chartered Accountants

16, DDA Flats, Ground Floor,
Panchsheel-ShivalikMor,
Near Malviya Nagar, New Delhi -110 017

To

The Board of Directors
ONGC Videsh Ltd.
New Delhi

Limited Review Report

1. We have reviewed the accompanying Unaudited Consolidated Financial Statements of ONGC Videsh Limited for the half yearly ended 30th September 2012, comprising Balance Sheet, Profit & Loss Accounts, Cash Flow Statement and schedules thereto including Accounting Policies and Notes on Accounts.

   We did not review the unaudited financial statements of the 5 Subsidiaries and 1 Joint venture company which are considered in preparation of "Consolidated Financial Statements" of ONGC Videsh Limited. The financial information has been derived from the financial statements certified by the Management. These statements are the responsibility of the Company's Management and have been approved by the Board of Directors. Our responsibility is to issue a report on these financial statements based on our review.

2. We conducted our review in accordance with the Standard on Review Engagement (SRE) 2410, "Engagements to Review Financial Statements" issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the financial statements are free of material misstatement. A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provide less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.

3. Based on our review conducted as above, nothing has come to our attention that causes us to believe that the accompanying consolidated financial statements of ONGC Videsh Limited comprising Balance Sheet, Profit & Loss Accounts, Cash Flow Statement and schedules thereto including Accounting Policies and Notes on Accounts, prepared in accordance with applicable accounting standards and other recognized accounting practices and policies has not disclosed the information required to be disclosed or that it contains any material misstatement.

For S. Mann & Co
Chartered Accountants

(Subhash Mann)
Partner (M No 80500)
FRN 000075

New Delhi
November 10, 2012

For GSA & Associates
Chartered Accountants

(Sunil Agarwal)
Partner (M No. 083899)
FRN 000257N

ATTESTED
Deputy Director
FICCI
NEW DELHI

S. Mann & Co.
Chartered Accountants

1006, 10th Floor,
Vikrant Tower,
Rajindra Place, New Delhi -110 008

GSA & Associates
Chartered Accountants

16, DDA Flats, Ground Floor,
Panchsheel-ShivalikMor,
Near Malviya Nagar, New Delhi -110 017

To

The Board of Directors
ONGC Videsh Ltd
New Delhi

Attested the signature of the Ministry of External Affairs of the Government of India and the signature of the authorized official thereof
No. 117/2013
Date 19/02/2013

Limited Review Report

1. We have reviewed the accompanying Unaudited Consolidated Financial Statements of ONGC Videsh Limited for the half yearly ended 30th September 2012, comprising Balance Sheet, Profit & Loss Accounts, Cash Flow Statement and schedules thereto including Accounting Policies and Notes on Accounts.

We did not review the unaudited financial statements of the 5 Subsidiaries and 1 Joint venture company which are considered in preparation of "Consolidated Financial Statements" of ONGC Videsh Limited. The financial information has been derived from the financial statements certified by the Management. These statements are the responsibility of the Company's Management and have been approved by the Board of Directors. Our responsibility is to issue a report on these financial statements based on our review.

2. We conducted our review in accordance with the Standard on Review Engagement (SRE) 2410, "Engagements to Review Financial Statements" issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the financial statements are free of material misstatement. A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provide less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.

संख्या 20770 दिनांक
No. .... Date
The Signature of Asstt. Secretary/Dy. Secretary/Secretary of Ministry of Commerce Attested
(GEORGE LAKRA)
Section Officer (O.I.)
Ministry of External Affairs, New Delhi

विदेश मंत्रालय, Ministry of External Affairs, Govt. of India, New Delhi, भारत सरकार, नई दिल्ली, पु0568

3. Based on our review conducted as above, nothing has come to our attention that causes us to believe that the accompanying consolidated financial statements of ONGC Videsh Limited comprising Balance Sheet, Profit & Loss Accounts, Cash Flow Statement and schedules thereto including Accounting Policies and Notes on Accounts, prepared in accordance with applicable accounting standards and other recognized accounting practices and policies has not disclosed the information required to be disclosed or that it contains any material misstatement.

For S. Mann & Co
Chartered Accountants

(Subhash Mann)
Partner (M No 80500)
FRN 000075

For GSA & Associates
Chartered Accountants

(Sunil Agarwal)
Partner (M No. 083899)
FRN 000257N

New Delhi
November 10, 2012

ONGC VIDESH LIMITED

CONSOLIDATED BALANCE SHEET AS AT 30 SEPTEMBER 2012

(₹ in Million)

	Notes	As at 30 September 2012	As at 30 September 2011	As at 31 March 2012
EQUITY AND LIABILITIES				
SHAREHOLDERS' FUNDS				
Share Capital	3	50,000.00	10,000.00	10,000.00
Reserves and Surplus	4	207,432.13	177,751.92	189,411.15
		257,432.13	187,751.92	199,411.15
MINORITY INTEREST		986.50	896.38	1,002.53
NON CURRENT LIABILITIES				
Long term borrowings	5	149,277.68	190,533.15	195,161.02
Deferred tax liabilities	6	11,323.61	10,112.02	10,203.88
Liability for abandonment	7	28,623.99	24,893.53	27,504.49
Other Long term liabilities	8	110.07	-	81.86
Long term provisions	9	550.97	451.21	551.16
		189,886.32	225,989.91	233,502.41
CURRENT LIABILITIES				
Short term borrowings	10	654.20	480.57	507.46
Liability for abandonment	11	107.14	-	104.37
Trade payables	12	32,107.28	29,635.75	25,782.33
Other current liabilities	13	39,230.56	43,162.30	45,507.07
Short term provisions	14	88.35	83.11	189.34
		72,187.53	73,361.73	72,090.57
TOTAL		520,492.48	488,001.94	506,006.66
ASSETS				
NON CURRENT ASSETS				
Fixed Assets				
Tangible assets	15	35,526.59	36,714.79	35,590.45
Intangible assets	16	113.90	33.02	126.28
Producing properties	17	141,198.98	137,385.04	144,236.09
Development & exploratory wells in progress	18	33,091.25	30,087.08	30,740.28
Capital work in progress	19	90,323.50	56,148.08	76,255.68
Goodwill	20	75,783.20	93,072.41	75,045.32
Non Current Investment	21	3,780.76	927.09	2,927.15
Deferred Tax Assets	22	5,134.39	3,086.82	5,220.65
Long Term Loans and Advances	23	573.50	3,052.88	916.92
Other Non Current Assets	24	19,490.39	21,706.84	17,347.71
		405,016.46	382,214.05	388,406.53
CURRENT ASSETS				
Inventories	25	5,191.41	4,728.65	5,732.91
Trade receivables	26	31,720.53	33,910.77	29,614.55
Cash & Bank balances	27	46,243.37	46,380.35	51,528.33
Short term loans & advances	28	9,712.52	10,459.93	8,226.93
Other current assets	29	22,608.19	10,308.19	22,497.41
		115,476.02	105,787.89	117,600.13
TOTAL		520,492.48	488,001.94	506,006.66

The accompanying notes are integral part of the financial statements 1 to 53

(V Sreedher)
Company Secretary

(S P Garg)
Director (Finance)

(D K Sarraf)
Managing Director

(Sudhir Vasudeva)
Chairman

As per our report of even date attached

For S. Mann & Co.
Chartered Accountants

(Subhash Mann)
Partner (M No 080500)
Firm Regn Number 000075N

For GSA & Associates
Chartered Accountants

(Sunil Aggarwal)
Partner (M No. 083899)
Firm Regn Number 000257N

New Delhi
November 10, 2012

ONGC VIDESH LIMITED

CONSOLIDATED STATEMENT OF PROFIT AND LOSS FOR THE HALY YEAR ENDED 30 SEPTEMB ER 2012

(₹ In Million

	Notes	Half year ended 30 September 2012	Half year ended 30 September 2011	2011-1
CONTINUING OPERATIONS				
INCOME				
Revenue from Operations	30	81,415.45	120,563.14	223,473.12
Other Income	31	1,378.82	3,318.65	2,901.13
TOTAL REVENUE		82,794.27	123,861.79	226,374.25
EXPENSES				
Production, Transportation, Selling and Distribution Expenditure	32	35,575.08	56,914.78	101,608.61
Changes in inventories of finished goods	33	(54.02)	131.29	(631.69
Financing Costs	34	1,303.40	1,178.22	2,969.80
Depreciation, Depletion and Amortisation	35	19,484.17	18,682.80	41,679.13
Other Expenses	36	2,344.86	75.79	2,141.07
Provisions & Write-Offs	37	(83.05)	2,671.04	27,929.11
Decrease/(increase) due to overlift/underlift quantity	38	(2,722.38)	28.81	(414.11
TOTAL EXPENSES		55,848.06	79,682.73	175,281.92
PROFIT BEFORE PRIOR PERIOD, EXCEPTIONAL AND EXTRAORDINARY ITEMS AND TAX		26,946.21	44,193.06	51,092.33
Adjustments relating to Prior Period (Net)	39	(14.51)	89.03	(73.48)
PROFIT BEFORE EXCEPTIONAL AND EXTRAORDINARY ITEMS AND TAX		26,960.72	44,110.03	51,165.81
Exceptional and Extraordinary Items		-	-	-
Tax expense				
Current Period Tax		9,490.79	18,024.96	27,365.31
Deferred Tax		947.87	(1,687.30)	(3,950.76)
Earlier Periods' Tax		108.21	160.28	192.78
Total Tax Expenses		10,546.87	16,497.94	23,627.33
Less: Share of Profit or (loss) - Minority Interest		(75.41)	443.81	326.92
Group Profit After Tax from continuing operations (A)		16,489.26	27,168.28	27,211.56
DISCONTINUING OPERATIONS				
PROFIT / (LOSS) FROM DISCONTINUING OPERATIONS (B)		-		-
GROUP PROFIT AFTER TAX (A + B)		16,489.26	27,168.28	27,211.56
EARNINGS PER EQUITY SHARE (₹)				
(Face Value ₹. 100/- Per Share)				
Basic	40	32.98	271.68	272.12
Diluted		32.98	271.68	272.12
The accompanying notes are integral part of the financial statements	1 to 53			

(V Sreedher)
Company Secretary

(S P Garg)
Director (Finance)

(D K Sarraf)
Managing Director

(Sudhir Vasudeva)
Chairman

As per our report of even date attached
For S. Mann & Co.
Chartered Accountants

(Subhash Mann)
Partner (M No 080500)
Firm Regn Number 000075N

For GSA & Associates
Chartered Accountants

(Sunil Aggarwal)
Partner (M No. 083899)
Firm Regn Number 000257N

New Delhi
November 10, 2012

ONGC VIDESH LIMITED

CONSOLIDATED CASH FLOW STATEMENT FOR THE HALF YEAR ENDED 30 SEPTEMBER 2012

(₹ In Million)

	Half Year Ended 30 September 2012		Year Ended 31 March 2012	
A CASH FLOW FROM OPERATING ACTIVITIES:				
Net profit before tax and prior period items		26,946.21		51,092.33
Adjustments For:				
- Foreign Exchange Translation Reserve	1,507.72		26,573.80	
- Provision for Impairment	-		19,533.69	
- Provisions for Doubtful Debts/Claims	340.40		2,269.42	
- Provision for Non Moving Inventory	37.16		740.62	
- Other Provisions and Write Offs	(460.61)		5,335.38	
- Unrealized Foreign Exchange Loss/(Gain)	2,030.36		1,473.54	
- Hedging (Gain)/Loss	-		48.52	
- Provision for Mark to Market loss on Derivative Contracts	313.99		493.56	
- Depreciation on Tangible Assets (Net)	1,469.68		3,137.40	
- Amortisation - Intangibles	41.73		(12.75)	
- Amortisation of Goodwill	2,110.32		5,145.55	
- Depletion on Producing Properties	9,659.43		21,607.06	
- Interest Expenses	1,403.16		2,950.65	
- Foreign Exchange Fluctuation related to borrowing cost	(99.76)		9.15	
- Interest Income	(654.56)		(911.39)	
- Profit on Redemption/ Sale of Investment	-		0.00	
- Gain on Foreign Exchange Forward Contract	-	17,699.02	(222.45)	88,236.74
Operating Profit before Working Capital Changes		44,645.23		139,329.07
Adjustments for:-				
- Decrease/(Increase) in Inventories	504.33		(1,774.48)	
- Decrease/(Increase) in Trade Receivables	(2,106.00)		10,428.96	
- Decrease/(Increase) in Short Term Loans and Advances	(1,485.55)		(3,741.85)	
- Decrease/(Increase) in Long Term Loans and Advances	343.42		(635.32)	
- Decrease/(Increase) in Other Current Assets	(110.79)		(6,236.97)	
- Decrease/(Increase) in Other Non Current Assets	(2,483.08)		(16,961.83)	
- Decrease/(Increase) in Deferred Tax Assets (Net)	86.26		(4,018.47)	
- Decrease/(Increase) in Goodwill	(2,848.19)		(12,726.40)	
- Increase/(Decrease) in Short Term Borrowings	146.72		291.64	
- Increase/(Decrease) in Trade Payables	6,324.96		6,054.22	
- Increase/(Decrease) in Other current Liabilities	(6,276.51)		12,027.81	
- Increase/(Decrease) in Other Long Term Liabilities	127.64		(148.97)	
- Increase/(Decrease) in Short Term Provisions	(100.99)		173.39	
- Increase/(Decrease) in Long Term Provisions	(0.21)		37.83	
- Increase/(Decrease) in Liability for Abandonment	1,122.26		4,747.64	
- Increase/(Decrease) in Deferred Tax Liabilities (Net)	1,119.73		649.04	
Cash generated from/(used in) Operations	(5,636.03)	39,009.20	(11,834.71)	127,494.36
Direct Taxes Paid (net of refunds)		(10,546.87)		(23,627.32)
Net Cash Flow before Prior period items		28,452.33		103,867.04

Prior period items		14.51	73.48
Net Cash Flow from/(used in) Operating Activities (A)		28,476.84	103,910.52

B. CASH FLOW FROM INVESTING ACTIVITIES:			
- Purchase of Tangible Assets (Net)		(2,707.36)	(4,419.22)
- Purchase of Intangible Assets (Net)		(29.35)	(76.74)
- Expenditure on Projects		(23,623.28)	(71,136.89)
- Investment with Bank for Site Restoration		(853.61)	(2,819.74)
- Interest Income		654.56	911.39
- Profit on Redemption/ Sale of Investment		-	-
- Hedging Gain/(Loss)		-	(48.52)
- Gain on Foreign Exchange Forward Contract		-	222.45
Net Cash Flow from/(used in) Investing Activities (B)		(26,559.04)	(77,367.27)
C. CASH FLOW FROM FINANCING ACTIVITIES:			
- Proceeds from Non Convertible Redeemable Bonds		-	-
- Proceeds from Issue of Share Capital		40,000.00	-
- Change in Minority Interest		(16.03)	320.54
- Net Long Term Borrowings from ONGC		(45,551.89)	(4,530.72)
- Change in Finance Lease Obligations (Unsecured)		(212.52)	(216.90)
- Change in Foreign Currency Loans		(118.92)	(4,646.31)
- Interest Expenses		(1,403.16)	(2,960.65)
- Foreign Exchange Fluctuation related to borrowing cost		99.76	(9.15)
Net Cash Flow from/(used in) Financing Activities (C)		(7,202.76)	(12,043.19)
Net Increase/(Decrease) in Cash and Cash Equivalents (A+B+C)		(5,284.96)	14,530.06
Cash and Cash Equivalents as at 31 March, 2012 (Opening Balance)		51,528.33	36,998.27
Cash and Cash Equivalents as at 30 September, 2012 (Closing Balance)		46,243.37	51,528.33

Notes:

1. The above Cash Flow Statement has been prepared under the 'Indirect Method' as set out in the Accounting Standard-3 on Cash Flow Statements issued by The Institute of Chartered Accountants of India.
2. Bracket indicates cash outflow.
3. Previous year figures have been regrouped wherever necessary to confirm the current year's classification.
4. Adjustment have not been made to purchase of fixed assets etc. (investing activities), on account of increase / decrease in Capital Creditors. The impact of the above is not readily ascertainable.

V. Sreedhar

(V Sreedher)
Company Secretary

(S P Garg)
Director (Finance)

(D K Sarraf)
Managing Director

(Sudhir Vasudeva)
Chairman

As per our report of even date attached

For S. Mann & Co.
Chartered Accountants

(Subhash Mann)
Partner (M No 080500)
Firm Regn Number 000075N

For GSA & Associates
Chartered Accountants

(Sunil Aggarwal)
Partner (M No. 083899)
Firm Regn Number 000257N

New Delhi
November 10, 2012

1 Corporate information

ONGC Videsh Limited (the company) is a public limited company domiciled in India and incorporated under the provisions of the Companies Act 1956. The Company is engaged in exploration, development and production of crude oil and natural gas outside India.

A Basis of preparation

A.1 The financial statements are prepared under the historical cost convention on accrual basis in accordance with Generally Accepted Accounting Principles (GAAP), applying the Successful Efforts Method as per the Guidance Note on Accounting for Oil and Gas Producing Activities issued by the Institute of Chartered Accountants of India (ICAI) and Accounting Standards issued under the Companies (Accounting Standards) Rules, 2006 and provisions of the Companies Act, 1956. The financial statements are presented in Indian Rupees and all values are rounded to the nearest million (₹ million) except when otherwise indicated

A.2 Principles of Consolidation:.

The Consolidated Financial Statements relate to ONGC Videsh Limited (Company), ONGC Nile Ganga B.V., The Netherlands (Subsidiary), ONGC Narmada Limited, Nigeria (Subsidiary), ONGC Amazon Alaknanda Limited (Subsidiary), Jarpeno Limited, Cyprus (Subsidiary) , Carabobo One AB (Subsidiary) and jointly controlled entity ONGC Mittal Energy Limited, Cyprus (Joint Venture Company). The Financial Statements of the Company, its Subsidiaries and Joint Venture Company have been consolidated on a line-by-line basis by adding together the book values of like items of assets, liabilities, income and expenses after fully eliminating intra-group balances and intra-group transactions resulting in unrealized profits or losses, unless indicated otherwise.

The financial statements of the foreign subsidiaries and Joint Venture Company have been incorporated in the consolidated financial statements by translating to Indian rupees following the principles for translation of the financial statements of Non-integral Foreign Operation as laid down in Accounting Standard (AS) 11 viz. Effects of changes in foreign exchange rates (revised 2003) issued by ICAI.

The consolidated accounts incorporate financial statements of the Company and its Subsidiaries and the Joint Venture Company for the year ended 30th September, 2012 are as detailed below:

Sl No.	Name of the Subsidiaries / Jointly Controlled Entities	Country of Incorporation	Proportion of Ownership Interest		Status of Audit as at 30th September 2012
			As at 30th September 2012	As at 31st March 2012	
1.1	ONGC Nile Ganga B.V. (ONGBV)	The Netherlands	Class A and Class B 100%	Class A and Class B 100%	Unaudited
1.1 (i)	ONGC Campos Ltda.	Brazil	100%	100%	Unaudited
1.1 (ii)	ONGC Nile Ganga (Cyprus) Ltd.	Cyprus	100%	100%	Unaudited
1.1 (iii)	ONGC Nile Ganga (San Cristobal) B.V.	The Netherlands	100%	100%	Unaudited
1.1 (iv)	ONGC Satpayev E&P B.V.	The Netherlands	100%	100%	Unaudited
1.1 (v)	ONGC Caspian E&P B.V.	The Netherlands	100%	100%	Unaudited
1.2	ONGC Nile Ganga B.V. (ONGBV)	The Netherlands	Class C 55% direct (balance 45% held by OMEL)	Class C 55% direct (balance 45% held by OMEL)	Unaudited
2	ONGC Narmada Limited (ONL)	Nigeria	100%	100%	Unaudited
3	ONGC Amazon Alaknanda Limited (OAAL)	Bermuda	100%	100%	Unaudited
4	ONGC Mittal Energy Limited (OMEL)	Cyprus	49.98%	49.98%	Unaudited
5	Jarpeno Limited	Cyprus	100%	100%	Unaudited
5 (i)	Imperial Energy Tomsk Limited	Cyprus	85%	85%	Unaudited
5 (ii)	Imperial Energy (Cyprus) Limited	Cyprus	100%	100%	Unaudited
5 (iii)	Imperial Energy Nord Limited	Cyprus	100%	100%	Unaudited
5 (iv)	RK Imperial Energy (Kostanai) Limited	Cyprus	100%	100%	Unaudited
5 (v)	Freshspring Investments Limited	Cyprus	100%	100%	Unaudited
5 (vi)	Nefsilius Holdings Limited	Cyprus	100%	100%	Unaudited
5 (vii)	Biancus Holdings Limited	Cyprus	100%	100%	Unaudited
5 (viii)	Redcliffe Holdings Limited	Cyprus	100%	100%	Unaudited
5 (ix)	Imperial Energy Gas Limited	Cyprus	100%	100%	Unaudited
5(x)	Imperial Frac Services (Cyprus) Limited	Cyprus	100%	100%	Unaudited
5 (xi)	San Agio Investments Limited	Cyprus	100%	100%	Unaudited
5 (xii)	LLC Sibinterneft (**)	Russia	48%	48%	Unaudited
5 (xiii)	LLC Allianceneftegaz	Russia	100%	100%	Unaudited
5 (xiv)	LLC Nord Imperial	Russia	100%	100%	Unaudited
5 (xv)	LLC Imperial Trans service	Russia	100%	100%	Unaudited
5 (xvi)	LLC Rus Imperial Group	Russia	100%	100%	Unaudited
5(xvii)	LLC Stratum	Russia	100%	100%	Unaudited
5(xviii)	LLC Imperial Frac Services	Russia	50%	50%	Unaudited
6	Carabobo One AB	Sweden	100%	100%	Unaudited
6 (i)	Petro Carabobo Ganga B.V.	The Netherlands	100%	100%	Unaudited

(**) Although the Company has 47.52 per cent effective ownership interest, it has 55.9 per cent of voting rights in LLC Sibinterneft. LLC Sibinterneft is therefore a subsidiary of the Company, in accordance with The Companies Act, 1956 of India and included in consolidation of accounts accordingly.

A.3 In view of different set of environments in which the Subsidiaries and the Joint Venture Company operate, the accounting policies followed for treatment of depreciation on fixed assets, sales revenue and royalties and retirement benefits in respect of the below mentioned subsidiaries and the Joint Venture Company are different from the accounting policies of the Company. Such different accounting policies have been adopted in respect of the following:

A.3.1 Depreciation on Fixed Asset:
The Subsidiary - OAAL and joint venture company OMEL provide depreciation on fixed assets using the straight line method. The amount involved is ₹ 385.41 Million (Half Year ended 30 September 2011 ₹ 379.74 Million Previous year ₹ 709.36 Million) shown as depreciation under Note 35.

A.3.2 Revenue recognition
The Subsidiary - ONGBV follows the entitlement method for revenue recognition associated with sale of crude oil and liquids for its share of petroleum production as specified in the Exploration Production Sharing Agreement (EPSA) and Crude Oil Pipeline Agreement (COPA). The amount reported using such method is 9,070.61 Million (Half Year ended 30th September 2011 ₹ 28778.66 Previous year ₹ 68,757.64 Million) shown as sales under Note 30.

A.3.3 Royalties
The Subsidiary - ONGBV conducts its operations in Sudan jointly with Sudapet the national oil company of Sudan among others. All government stakes other than income taxes are considered to be royalty interest. Royalties on production represent the entitlement of the government of Sudan to a portion of ONGBV's share of crude oil and liquid production and are recorded using the rates in effect under the terms of the contract at the time of production. Royalties / taxes in Syrian concession are accounted similarly by ONGBV. The amount of royalty reported in respect of Sudan and Syrian concession is ₹5,228.42 Million (Half Year ended 30 September 2011 ₹ 25,736.15 Previous year ₹ 38,770.10 Million) under the head Royalty in Note 32.

A.3.4 Retirement Benefits
The Subsidiaries and the Joint Venture Company provide for the retirement benefits in accordance with the laws of their respective jurisdictions. The net impact on account of the difference in accounting policy is not ascertainable.

2 **Significant Accounting Policies**

a **Change in accounting Policy**
The financial statements for half-year ended 30th September 2012 are prepared following the same accounting policies and practices as followed in the annual financial statements for the year ended March 31, 2012.

b **Use of Estimates:**
The preparation of financial statements requires estimates and assumptions which affect the reported amount of assets, liabilities, revenues and expenses of the reporting period. The difference between the actual results and estimates are recognized in the period in which the results are known or materialized. Although these estimates are based on the management's best knowledge of current events and actions, uncertainity about these assumptions and estimates could result in the outcomes requiring a material adjustment to the carrying amounts of assets and liabilities in future periods.

c. **Acquisition, Exploration, Development, Abandonment and Production Costs:**

c.1 **Acquisition Cost:**
Acquisition costs of an oil and gas property in exploration/development stage are taken to capital work in progress. Such costs are capitalized by transferring to Producing Property when it is ready to commence commercial production. In case of abandonment of the property, such costs are expensed. Acquisition costs of a producing oil and gas property are capitalized as Producing Property.

c.2 **Survey Costs:**
Cost of Surveys and prospecting activities conducted in the search of oil and gas are expensed in the year in which these are incurred.

c.3 **Exploratory/Development Wells in Progress Costs:**

c.3.1 Exploration costs involved in drilling and equipping exploratory and appraisal wells, cost of drilling exploratory type stratagraphic test wells are initially taken to capital work in progress as exploratory wells in progress till the time these are either capitalized to producing properties when ready to commence commercial production or expensed when determined to be dry or of no further use, as the case may be.

c.3.2 All costs relating to development wells, development type stratagraphic test wells, service wells, are initially taken to capital work in progress as development wells in progress and capitalized to producing properties when ready to commence commercial production.

c.3.3 Exploratory wells in progress which are more than two years old from the date of completion of drilling are charged to Profit and Loss Account except those wells which have proved reserves and the development of the fields in which the wells are located; has been planned.

c.4. **Abandonment Costs:**
Costs relating to dismantling, abandoning and restoring well sites and allied facilities are provided as abandonment costs based on the provisions under respective agreements governing company's activities in the field/ projects.

c.5. **Production Costs:**
Production costs include pre-wellhead and post-wellhead expenses including depreciation and applicable operating costs of support equipment and facilities.

d. **Producing Properties:**

d.1 Producing properties are created in respect of a field/project having proved developed oil and gas reserves when any well in the field/project is ready to commence commercial production. Development wells are capitalized to producing properties when ready to commence commercial production.

d.2 All acquisition costs, cost of successful exploratory wells and of all development wells, all related development costs including depreciation on support equipment and facilities and estimated future abandonment costs relating to producing properties are capitalized as Producing Properties.

e. **Depletion of Producing Properties:**
Producing properties are depleted using the 'Unit of Production Method'. The rate of depletion for all capitalized costs is computed with reference to the field/project/amortization base by considering the related proved and developed reserves excepting for acquisition costs which are depleted by considering the proved reserves. These reserves are estimated annually by the Reserve Estimates Committee formed by the parent company Oil and Natural Gas Corporation Limited (ONGC), which follows the International Reservoir Engineering Procedures.

f. **Side tracking:**

f.1 The cost of abandoned portion of side tracked exploratory wells is charged to Profit and Loss Account as dry wells.

f.2 The cost of abandoned portion of side tracked development wells is considered as part of cost of development wells.

f.3 The cost of sidetracking in respect of existing producing wells is capitalized if it increases the Proved Developed Reserve otherwise, charged to Profit and Loss Account as workover expenditure.

g. Impairment:

g.1 Producing Properties, Development Wells in Progress (DWIP) and Fixed Assets (Including Capital Works in Progress) of a "Cash Generating Unit' (CGU) are reviewed for impairment at each Balance Sheet date. In case, event and circumstances indicates any impairment, recoverable amount of these assets is determined, being the higher of net selling price and value in use. An impairment loss is recognized, whenever the carrying amount of such assets exceeds the recoverable amount by writing down such assets to their recoverable amount. In assessing value in use, the estimated future cash flows from the use of assets and from its disposal at the end of its useful life are discounted to their present value at appropriate rate.

g.2 An impairment loss is reversed if there is change in the recoverable amount and such loss either no longer exists or has decreased. Impairment loss / reversal thereof is adjusted to the carrying value of the respective assets, which in case of CGU, is allocated to its assets on a pro-rata basis. Subsequent to impairment, depreciation is provided on the revised carrying value of the assets over the remaining useful life.

h. Joint Ventures:

h.1 The Company has entered into overseas joint ventures with others. In such joint ventures as per the contractual arrangements, the Company shares control with other venturers. The financial statements reflect the share of the Company's assets and liabilities as well as income and expenditure of Joint Venture Operations which are accounted for as per various joint venture agreements on a line by line basis along with similar items in the Company's financial statements, except in case of leases, abandonment, impairment, depletion and depreciation which are accounted based on accounting policies of the Company.

h.2 The reserves of hydrocarbons in the joint ventures are taken in proportion to the participating interest of the Company.

i. Tangible Assets:

i.1 Tangible assets (including those taken on finance lease, support equipment and facilities) are stated at historical cost.

i.2 All costs relating to acquisition of tangible assets till the time of commissioning of such assets are capitalized.

i.3 Costs incurred on intangible assets, resulting in future economic benefits are capitalized as intangible assets and amortized on written down value method beginning from the date of capitalization.

j. Intangible Assets:

j.1 Costs incurred on intangible assets, resulting in future economic benefits are capitalized as intangible assets.

k. Depreciation:

k.1 Depreciation on tangible assets (including those taken on finance lease) is provided for under the written down value method in accordance with Schedule XIV to the Companies Act, 1956. Low value items not exceeding ` 5,000/- are fully depreciated at the time of addition.

k.2 Intangible Assets:are amortised over the useful life not exceeding five years from the date of capitalisation.

k.2 Leasehold land (other than perpetual lease and lease over 99 years) is amortized over the lease period.

k.3 Depreciation on adjustments to tangible assets on account of price variation is provided for prospectively over the remaining useful life of such assets.

k.4 Depreciation on tangible assets (including those taken on finance lease, support equipment and facilities) used for exploration and drilling activities and on facilities is initially capitalized as part of exploration or development costs and expensed/depleted as stated in policy 3 and 4 above.

l. Inventories:

l.1 Crude oil and condensate are valued at cost or net realizable value, whichever is lower.

l.2 Natural gas in pipeline and crude oil/condensate stock in flow lines/Gathering Stations are not valued.

l.3 Inventory of stores and spares is valued at weighted average cost or net realizable value, if available, whichever is lower. Wherever, weighted average cost or net realizable value is not available, the cost made available by the operator is considered for valuation of Stores and Spares. Provisions are made for obsolete and non-moving inventories.

m. Investments:

m.1 Long-term investments are valued at cost. Provision is made for any diminution, other than temporary, in the value of such investments.

m.2 Current investments are valued at lower of cost or fair value

n. Foreign Currency Transactions and Foreign Operations:

n.1 Foreign currency transactions on initial recognition in the reporting currency are accounted for at the exchange rates prevailing on the date of transaction.

n.2 At each Balance Sheet date, foreign currency monetary items are translated using the average of the exchange rates prevailing on the balance sheet date and non-monetary items are translated using the exchange rate prevailing on the date of transaction or on the date when the fair value of such item was determined.

n.3 All exchange differences arising on the settlement of monetary items or on reporting of monetary items at rates different from those at which they were initially recorded during the period, or reported in previous financial statements are recognised as income or as expenses in the period in which they arise.

n.4 In respect of the Company's integral foreign operations:

n.4.a The foreign currency transactions on initial recognition in the reporting currency are recorded following the policy stated in m.1. For practical reasons, the average exchange rate of the relevant month/quarter is taken for the transactions of the month/quarter in respect of joint venture operations, where actual date of transaction is not available.

n.4.b At each Balance Sheet date, monetary and non-monetary items are translated following the policy stated in m.2.

n.4.c All exchange differences are treated following the policy stated in m.3.

n.5 The financial statements of the non-integral foreign operations of the company are incorporated in the financial statements using the following principles:

n.5.a the assets and liabilities, both monetary and non-monetary, of the non-integral foreign operation are translated at the average of the exchange rate prevailing on the date of the balance sheet;

n.5.b income and expense items of the non-integral foreign operation are translated at the average exchange rates for the period to which the financial statements relate; and

n.5.c all resulting exchange differences are accumulated in a foreign currency translation reserve until the disposal of the net investment in the non-integral foreign operation.

n.6 Exchange differences arising on the company's net investment in a non-integral foreign operation are accumulated in a foreign currency translation reserve until the disposal of such investment, at which time they are recognized as income or as expenses.

o. Finance Leases

o.1 Assets given on Lease:

o.1.a Assets given on finance lease are accounted for as per Accounting Standard (AS) 19 'Leases" issued by the Institute of Chartered Accountant of India. Such assets are included as a receivable at an amount equal to the net investment in the lease.

o.1.b Initial direct costs incurred in respect of finance leases are recognized in the statement of profit and loss in the year in which such costs are incurred.

o.2 Assets taken on Lease:

Assets taken on finance lease are capitalised and recognised at the lower of the fair value of the asset and the discounted value of the minimum lease installments. The lease payments are bifurcated into repayment and interest components, based on a fixed interest rate and installment as derived from the underlying agreement. The lease commitments are carried under liabilities exclusive of interest. The interest component is recognised in the profit and loss account in accordance with the lease installments.

p. Revenue Recognition:

p.1 Revenue from sale of products is recognized on transfer of custody to customers. Any difference as of the reporting date between the entitlement quantity minus the quantities sold in respect of crude oil (including condensate), if positive (i.e. under lift quantity) the proportionate production expenditure is treated as prepaid expenses and, if negative (i.e. over lift quantity), a liability for the best estimate of the Company's proportionate share of production expenses as per the JOA / PSA is created in respect of the quantity of crude oil to be foregone in future period towards settlement of the overlift quantity of crude oil with corresponding charge to P&L.

p.2 Sales are inclusive of all statutory levies and any tax liability of the Company that may be paid by the government based on the provisions under agreements governing Company's activities in the respective field/ project.

p.3 Any payment received in respect of short lifted gas quantity for which an obligation exists to supply such gas in subsequent periods is recognized as Deferred Revenue in the year of receipt. The same is recognized as revenue in the year in which such gas is actually supplied for the quantity supplied or in the year in which the obligation to supply such gas ceases, whichever is earlier.

p.4 Revenue in respect of fixed price contracts is recognized for the quantum of work done on the basis of percentage of completion method. The quantum of work done is measured in proportion of cost incurred to date to the estimated total cost of the contract or based on reports of physical work done.

p.5 Finance income in respect of assets given on finance lease is recognized based on a pattern reflecting a constant periodic rate of return on the net investment outstanding in respect of the finance lease.

p.6 Revenue in respect of interest on delayed realization is recognized when there is reasonable certainty regarding ultimate collection.

p.7 Dividend income is recognized when the company's right to receive to receive dividend is established by the reporting date

q. Transportation Costs:

Any payment made in respect of the quantity of gas short transported, for which the right exists to transport such gas in subsequent periods at no charge, is treated as Deferred Expenditure in the year of payment. The same is treated as cost in the year in which the gas is actually transported for the quantity transported or in the year in which the right to transport such gas ceases, whichever is earlier.

r. Employee Benefits:

r.1 All short term employee benefits are recognized at their undiscounted amount in the accounting period in which they are incurred.

r.2 Contribution to Provident Fund and Composite Social Security Scheme is made as per the rules of the parent company. The same is paid to funds administered through trusts.

r.3 Provisions for gratuity leave encashment and other employee benefits are made as per actuarial valuation at the end of the financial year. The same are not

r.4 In respect of local staff in foreign offices of the company, employees (other than those on deputation/secondment from the company) of joint ventures (incorporated/unincorporated)/ subsidiaries, the liabilities for employee benefits are recognised in accordance with the applicable laws of their respective jurisdictions and/or the respective labor agreements with the employees.

s. Borrowing Costs:

Borrowing Costs specifically identified to the acquisition or constructions of qualifying assets are capitalized as part of such asset till such time when all the activities necessary to prepare the qualifying asset for its intended use or sale are complete. A qualifying asset is one that necessarily takes substantial period of time to get ready for intended use. All other borrowing costs are charged to Profit and Loss Account.

t. Insurance Claims:

The Company accounts for insurance claims as under:-

t.1 In case of total loss of asset by transferring, either the carrying cost of the relevant asset or Insurance value (subject to deductibles), whichever is lower under the head 'Claims Recoverable - Insurance' on intimation to Insurer. In case insurance claim is less than carrying cost, the difference is charged to Profit and Loss Account

t.2 In case of partial or other losses, expenditure incurred/payments made to put such assets back into use, to meet third party or other liabilities (less policy deductibles) if any, are accounted for as 'Claims Recoverable-Insurance'. Insurance Policy deductibles are expensed in the year when the corresponding expenditure is incurred.

t.3 As and when claims are finally received from Insurer, the difference, if any, between Claims Recoverable – Insurance and Claims received is adjusted to profit and loss Account.

u. Abnormal Rig days' costs

Abnormal Rig days' costs are considered as unallocable and charged to Statement of Profit and Loss.

v. Provisions, Contingent Liabilities and Contingent Assets:

Provisions involving substantial degree of estimation in measurement are recognized when there is a present obligation as a result of past events and it is probable that there will be an outflow of resources. Contingent Assets are neither recognized nor disclosed in the financial statements. Contingent Liabilities, if material, are disclosed by way of notes to the accounts.

w. Taxes on Income:

Provision for current tax is made as per the provisions of the Income Tax Act, 1961/ other applicable tax laws. Deferred Tax Liability / Asset resulting from 'timing difference' between book and taxable profit is accounted for considering the tax rate and laws that have been enacted or substantively enacted as on the Balance Sheet date. Deferred Tax Asset is recognized and carried forward only to the extent that there is virtual certainty that the asset will be realized in future.

x. Accounting for derivatives:

As per the ICAI Announcement, Accounting for Derivatives, other than those covered under –AS-11, is done on marked to market basis and the losses are charged to Profit & Loss A/c. Unrealized gains are ignored.

y. Goodwill Amortization:

The Company amortizes Goodwill (on consolidation) based on 'Unit of Production Method' considering the related Proved Reserves.

(₹ in Million)

3 Share Capital

	As at 30 September 2012	As at 30 September 2011	As at 31 March 2012
Authorised			
500,000,000 (Previous year 100,000,000) Equity Shares of Rs.100 each	50,000.00	10,000.00	10,000.00
Issued, Subscribed, Called and Paid Up	50,000.00	10,000.00	10,000.00
500,000,000 (Previous year 100,000,000) Equity Shares of ₹.100 each fully paid up in cash			
(The entire share capital is held by Oil and Natural Gas Corporation Limited and its nominees)			
TOTAL	50,000.00	10,000.00	10,000.00

a. Reconciliation of the shares outstanding at the beginning and at the end of the reporting period:

	30 September 2012		30 September 2011	
	No. millions	₹ millions	No. millions	₹ millions
Equity Shares				
At the beginning of the period	100.00	10,000.00	100.00	10,000.00
Issued during the period	400.00	40,000.00	-	-
Outstanding at the end of the period	500.00	50,000.00	100.00	10,000.00

The Company has increased its authorised share capital by ₹ 40,000 Million in its Extra- Ordinary General Meeting held on 2nd April 2012. The authorised share capital of the company is ₹50,000 Million consisting of 50,00,00,000 equity shares of ₹100 each.

During the period, the Company had a rights issue of 40,00,00,000(Forty Crore) Equity Shares of ₹100 each ranking pari passu in all respects with the existing equity shares to Oil and Natural Gas Corporation Limited against consideration adjustable as part of the loan given by ONGC to ONGC Videsh Limited (OVL). Attention is also invited to Note: 5(d)

b. **Terms / rights attached to the equity shares:**
The company has only one class of equity shares having a par value of ₹ 100 per share. Each holder of equity shares is entitled to one vote per share. The company declares and pays dividend in Indian rupees. The dividend, if any, proposed by the Board of Director is subject to the approval of the shareholders in the meeting.
During the half-year ended 30th September 2012, the amount of dividend per share declared for distribution to equity shareholders was Nil (as on 30 September 2011: Nil).
In the event of liquidation of the company, the holders of equity shares will be entitled to receive remaining assets of the company, after distribution of all preferential amounts. The distribution will be in proportion to the number of equity shares held by the shareholders.

c. Shares held by holding / ultimate holding company and/or their subsidiaries/ associates:

Out of the equity shares issued by the company, the shares held by its holding company, ultimate holding company and their subsidiaries / associates are as below:

	30 September 2012		30 September 2011	
	No. millions	₹ millions	No. millions	₹ millions
Oil and Natural Gas Corporation Limited, the holding company and its nominees	500.00	50,000.00	100.00	10,000.00

d. Aggregate number of bonus shares issued, shares issued for consideration other than cash and shares bought back during the period of five years immediately preceding the reporting date: Nil

e. Details of shareholders holding more than 5% shares in the company:

	30 September 2012		30 September 2011	
	No. Millions	% holding	No. Millions	% holding
Oil and Natural Gas Corporation Limited, the holding company and its nominees	100	100%	100	100%

f. Shares reserved for issue under options: Nil

(₹ in Million)

4 Reserves and Surplus

			As at 30 September 2012		As at 30 September 2011		As at 31 March 2012
Capital Reserve			965.36		908.03		941.35
Capital Redemption Reserve			0.09		0.09		0.09
Debenture Redemption Reserve							
Balance as per last Financial statement	*Note 4a*	9,781.27		5,461.83		5,461.83	
Add: Transfer from surplus in statement of profit and loss		2,159.72	11,940.99	2,159.72	7,621.55	4,319.44	9,781.27
General Reserve							
Balance as per last Financial statement		10,499.94		8,623.86		8,623.86	
Add: Transfer from surplus in statement of profit and loss		-	10,499.94	-	8,623.86	1,876.08	10,499.94
Foreign Exchange Translation Reserve	*Note 4b*						
Balance as per last Financial statement		24,639.98		(1,933.82)		(1,933.82)	
Additions during the year		1,507.71	26,147.69	14,991.13	13,057.31	26,573.80	24,639.98
Surplus in the statement of profit and loss							
Balance as per last Financial statement		143,548.52		122,532.48		122,532.48	
Add: Addition during the year		16,489.26		27,168.32		27,211.56	
Less: Transfer to Debenture Redemption Reserve		2,159.72		2,159.72		4,319.44	
Transfer to General reserve		-	157,878.06	-	147,541.08	1,876.08	143,548.52
TOTAL			207,432.13		177,751.92		189,411.15

a **Debentures and Debentures Redemption Reserve:**

During the financial year 2009-10, the Company had raised funds from the financial markets by issuance of non-convertible redeemable bonds in the nature of debentures as follows:

(₹ In Million)

Particulars	Amount (₹ Million)	Date of issue	Date repayable on
8.40 % 5 Years Unsecured Non-Convertible Redeemable Bonds in the nature of Debentures- Series I	19,700.00	23-Dec-09	23-Dec-14
8.54 % 10 Years Unsecured Non-Convertible Redeemable Bonds in the nature of Debentures- Series II	3,700.00	6-Jan-10	06-Jan-20

The above securities have been listed in National Stock Exchange of India Ltd. (NSE). Both the bonds are guaranteed for repayment of principal and payment of interest by Oil and Natural Gas Corporation Limited, the holding company. Further the company is required to maintain 100% asset cover as per SEBI guidelines. There is no put/ call option.

The Debentures Redemption Reserve position for above is as under:-

(₹ In Million)

Particulars	Balance as at 31 March 2012	Addition during the period	Balance as at 30 September 2012
8.40 % 5 Years Unsecured Non Convertible Redeemable Bonds in the nature of Debentures- Series I	8,954.54	1,974.32	10,928.86
8.54 % 10 Years Unsecured Non Convertible Redeemable Bonds in the nature of Debentures- Series II	826.73	185.40	1,012.13
Total	9,781.27	2,159.72	11,940.99

b **Foreign Currency Translation Reserve**

The Company has followed the Accounting Standard (AS) 11 viz. Effects of Changes in Foreign Exchange Rates (revised 2003) issued by the Institute of Chartered Accountants of India for incorporating in the consolidated financial statements following the principles for translation of the financial statements of Non-integral Foreign Operation. Accordingly, the resulting exchange gain of ₹ 1,507.74 Million (Half year ended 30 September 2011 ₹ 14,991.13 Previous Year ₹ 26,573.80 Million exchange gain) has been accounted as foreign currency translation reserve and shown above

(₹ in Million)

5 Long Term Borrowings

		As at 30 September 2012	As at 30 September 2011	As at 31 March 2012
Non Convertible Redeemable Bonds	Note 5a	23,400.00	23,400.00	23,400.00
Foreign Currency Loans				
from banks (unsecured)	Note 5b	-	2,445.00	-
Non-Recourse Deferred Credit (unsecured)	Note 5b	261.67	368.92	380.60
(In respect of Joint venture)				
Loans and advances				
from Oil and Natural Gas Corporation Limited	Note 5c	122,703.55	161,031.54	168,255.44
Non current maturities of finance lease obligations (unsecured)	Note 46.b	2,912.46	3,287.69	3,124.98
TOTAL		149,277.68	190,533.15	195,161.02

a Non-convertible redeemable bonds: Attention is invited to Note: 4(a) above. The bonds are unsecured.

b Non-recourse deferred credit: ₹ 915.87 Million (Half Year ending 30 September 2011 ₹ 849.49 Million) represents the non-recourse deferred credit from contractors of pipeline project executed by the Company in Sudan. The credit is repayable from the instalments of pipeline lease rentals from Ministry of Energy and Mining (MEM), Sudan. Attention is also invited to Note 46.

Non-Recourse Deferred Credit (unsecured)	As at 30 September 2012	As at 30 September 2011
Current (Note 10)	654.20	368.92
Non Current (Note 5)	261.67	480.57
Total	915.87	849.49

c The Company has taken loans from ONGC for various projects. The outstanding balance of such loans as of 30 September 2012 was ₹122,703.55 Million (as on 30 September 2011 ₹161,031.54 Million). The loan is normally repayable out of the cash flows of the projects for which the respective funds were lent. However, ONGC has the right to demand repayment with a notice period of minimum 15 months. The loan carried no interest during the period. Accordingly, interest expenditure on loan from parent company during the period is ₹Nil (Half year ended 30 September 2011: ₹ Nil).

d During the period, the Company had a rights issue of 40,00,00,000(Forty Crore) Equity Shares of ₹100 each ranking pari passu in all respects with the existing equity shares to Oil and Natural Gas Corporation Limited against consideration adjustable as part of the loan given by ONGC to ONGC Videsh Limited (OVL). Attention is invited to Note: 3(a)

(₹ In Million)

6 Deferred Tax Liabilities

	As at 30 September 2012	As at 30 September 2011	As at 31 March 2012
Deferred Tax Liabilities	11,323.61	10,112.02	10,203.88
TOTAL	11,323.61	10,112.02	10,203.88

7 Liability for Abandonment

	As at 30 September 2012	As at 30 September 2011	As at 31 March 2012
Liability for Abandonment	28,623.99	24,893.53	27,504.49
TOTAL	28,623.99	24,893.53	27,504.49

Refer Note No 21 and table below

Liability for Abandonment	As at 30 September 2012	As at 30 September 2011
Current (Note 11)	107.14	-
Non Current (Note 7)	28,623.99	24,893.53
Total	28,731.13	24,893.53

8 Other Long Term Liabilities

	As at 30 September 2012	As at 30 September 2011	As at 31 March 2012
Trade payables	110.07	-	81.86
TOTAL	110.07	-	81.86

9 Long Term Provisions

(₹ in Million)

	Balance as at 1 April 2012	Utilisation/ Reversal during the Year	Provision/ Adjustment made for the Year	Foreign Currency Translation Adjustment	Balance as at 30 June 2012	Balance as at 30 June 2011
Gratuity	170.06	0.00	10.46	0.00	180.52	170.06
Leave Encashment	147.26	3.86	27.28	0.00	170.68	119.26
Post Retirement Medical Benefits/Other Terminal Benefits	233.84	(8.94)	(51.35)	8.34	199.77	161.89
	551.16	(5.08)	(13.61)	8.34	550.97	451.21

	As at 30 September 2012	As at 30 September 2011
Current (Note 14)	88.35	83.11
Non Current (Note 9)	550.97	451.21
Total Provisons for Employee benefits	639.32	534.32

(₹ in Million)

10 Short Term Borrowings

	As at 30 September 2012	As at 30 September 2011	As at 31 March 2012
Non-Recourse Deferred Credit - Unsecured	654.20	480.57	507.46
TOTAL	654.20	480.57	507.46

Non-Recourse Deferred Credit : Attention is also invited to Note-5(c).

11 Current Liability for Abandonment

	As at 30 September 2012	As at 30 September 2011	As at 31 March 2012
Liability for Abandonment	107.14	-	104.37
TOTAL	107.14	-	104.37

Refer Note No 21 & 7

12 Trade Payables

	As at 30 September 2012	As at 30 September 2011	As at 31 March 2012
Deferred Credit on Gas Sales	285.77	86.13	229.37
Trade payables for Supplies / Works	2,616.87	3,191.49	2,516.73
Trade payables for Supplies / Works (In respect of Joint Ventures)	29,204.64	26,358.13	23,036.23
TOTAL	32,107.28	29,635.75	25,782.33

Deferred credit on gas sales represents amounts received from gas customers against Take or Pay obligations under relevant gas sales agreements. The amounts are to be utilised to supply the gas in subsequent year(s) free of charge to such customers.

13 Other Current Liabilities

	As at 30 September 2012	As at 30 September 2011	As at 31 March 2012
Current maturities of long term debts	3,580.40	5,738.76	6,025.68
Interest accrued but not due on borrowings	136.09	21.96	122.33
Interest accrued but not due on Debentures	1,511.77	1,510.51	526.38
Advance from customers / Income received in advance	351.38	345.42	765.60
Amount Payable to Operators	12,049.32	8,828.80	13,528.92
Payable to ONGC	173.02	267.97	646.87
Tax Payable by Subsidiaries and JV Companies in foreign Country	5,588.01	10,107.78	6,231.39
Deposits Unsecured	115.11	112.93	115.35
Other Liabilities	15,725.46	16,228.17	17,544.55
TOTAL	39,230.56	43,162.30	45,507.07

Current maturities of long term liabilities - Refer Note no 5

14 Short Term Provisions

(₹ in Million)

	Balance as at 1 April 2012	Utilisation/ Reversal during the Year	Provision/ Adjustment made for the Year	Foreign Currency Translation Adjustment	Balance as at 30 September 2012	Balance as at 30 September 2011
Gratuity	9.84	0.00	(8.00)	0.00	1.84	4.13
Leave Encashment	150.99	36.78	(25.03)	(3.02)	86.16	55.24
Post Retirement Medical Benefits/Other Terminal Benefits	28.51	0.00	(28.16)	0.00	0.35	23.74
Others						
	189.34	36.78	(61.19) -	3.02	88.35	83.11

Attention is invited to Note: 9

15 Tangible Assets

(₹ in Million)

PARTICULARS	GROSS BLOCK					DEPRECIATION					NET BLOCK		
	As at 1 April 2012	Additions during the Period	Foreign Currency Translation Adjustment/Other Adj.	Deletions / Adjustments during the Period	As at 30 September 2012	Up to 31 March 2012	For the Period	Foreign Currency Translation Adjustment/Other Adj.	Deletions / Adjustments during the Period	Up to 30 September 2012	As at 30 September 2012	As at 31 March 2012	As at 30 Sept 2011
1. Land (Leasehold)	2,161.27	43.99	12.45	-	2,217.71	-	-	-	-	-	2,217.71	2,161.27	2,042.95
2. Building	6,750.93	82.46	676.47	2.39	7,507.47	1,359.59	159.42	- 6.44	0.53	1,512.04	5,995.43	5,391.34	5,068.75
3. Plant & Machinery	88,464.20	2,238.68	- 384.55	3.04	90,315.29	63,493.87	2,222.80	203.94	2.78	65,917.84	24,397.45	24,970.33	26,733.25
4. Computers	796.18	86.12	12.74	1.20	893.84	569.44	46.99	10.50	1.12	625.81	268.03	226.74	191.94
5. Vehicles	1,634.67	73.33	- 1.20	5.94	1,700.86	1,091.89	120.65	- 9.92	7.16	1,195.46	505.40	542.78	527.60
6. Furniture & Fittings and Equipments	7,968.89	40.70	112.07	7.76	8,113.90	5,670.91	221.23	83.15	3.95	5,971.34	2,142.56	2,297.98	2,150.30
TOTAL	107,776.14	2,565.28	427.98	20.33	110,749.07	72,185.70	2,771.09	281.23	15.54	75,222.48	35,526.59	35,590.45	36,714.79
Previous year	101,928.30	2,408.10	1,340.47	503.41	105,173.46	59,652.87	8,079.50	884.32	262.95	68,353.74	38,817.89	36,819.72	46,064.32
The above includes the company's share in Joint Venture Assets: Current Year	98,752.13	2,455.38	466.31	(1,532.52)	103,206.34	59,718.78	2,654.61	331.94	(8,880.82)	71,586.14	31,620.20	39,033.35	-0.00
Previous Year	98,520.03	2,169.32	1,309.50	441.80	101,557.04	59,003.12	7,952.53	879.27	68.10	67,766.82	35,904.53	33,790.22	39,516.91

a. Title to Fixed Assets under Production Sharing Agreements

The Company, the Subsidiaries and Joint Venture Company, in consortium with other partners (Consortium) carries on its business in respect of exploration, development and production of hydrocarbons under agreements with the host governments. Several of these agreements, governing Company's activities in the fields / projects, provide that the title to the fixed assets and other ancillary installations shall pass to host Government or its nominated entities either upon acquisition / first use of such assets or upon 100% recovery of such costs through allocation of "Cost Oil" and "Cost Gas" or upon relinquishment of the relevant contract areas or termination of the relevant agreement. However, as per the terms of the agreements, the Consortium and/ or Operator has the custody of all such assets and is entitled to use, free of charge all such assets for Petroleum Operations throughout the term of the respective agreements. The Consortium also has the custody and maintenance of such assets and bears all risks of accidental loss and damage and all costs necessary to maintain such assets and to replace or repair such damage or loss. Under the circumstances, such assets are kept in the records of the Company during the currency of the respective agreements

The Company has been charging the rate of depreciation on all Trunk Pipelines and Onshore Flow Lines (assets below ground) @ 100% in line with the policy of the parent company ONGC since 2007-08.

16 Intangible Assets

(₹ in Million)

PARTICULARS	GROSS BLOCK					DEPRECIATION					NET BLOCK		
	As at 1 April 2012	Additions during the Period	Foreign Currency Translation Adjustment/Other Adj.	Deletions / Adjustments during the Period	As at 30 September 2012	Up to 31 March 2012	For the Period	Foreign Currency Translation Adjustment/Other Adj.	Deletions / Adjustments during the Period	Up to 30 September 2012	As at 30 September 2012	As at 31 March 2012	As at 30 Sept 2011
1. Software	334.07	25.62	(25.37)	(1.33)	335.65	207.80	38.08	(24.28)	(0.16)	221.76	113.90	126.28	33.02
TOTAL	334.07	25.62	(25.37)	(1.33)	335.65	207.80	38.08	(24.28)	(0.16)	221.76	113.90	126.28	33.02
Previous year	248.26	1.53	(0.03)	(6.72)	254.48	217.88	6.86	(0.02)	(1.49)	226.21	31.71	28.27	46.70

(₹ in Million)

	As at 30 September 2012	As at 30 September 2011	As at 31 March 2012
17 Producing Properties			
Gross Cost			
Opening Balance	279,482.27	240,348.24	240,348.24
Expenditure during the year	1,596.75	7,788.49	10,493.91
Transfer from Development & Exploratory Wells-in-Progress	5,614.49	3,104.42	11,723.63
Estimated Abandonment Costs	354.39	189.66	1,726.67
Foreign Currency Translation Adjustment	(684.44)	5,208.64	15,189.82
Total Gross (A)	286,363.46	256,639.45	279,482.27
Less: Depletion			
Opening Balance	135,246.18	104,208.48	104,208.48
Depletion for the year	9,659.43	10,895.41	21,607.06
Foreign Currency Translation Adjustment	258.87	4,150.52	9,430.64
Total Depletion (B)	145,164.48	119,254.41	135,246.18
NET PRODUCING PROPERTIES (A - B)	141,198.98	137,385.04	144,236.09

(₹ in Million)

	As at 30 September 2012	As at 30 September 2011	As at 31 March 2012
18 Development & Exploratory Wells In Progress			
A. Development Wells In Progress			
Opening Balance	16,733.68	8,270.33	8,270.33
Addition during the year	9,541.81	5,108.59	16,266.08
Less: Transfer to Producing Properties	5,273.20	3,063.18	10,583.51
Foreign Currency Translation Adjustment	(108.84)	2,352.32	2,780.78
Development Wells in Progress (A)	20,893.45	12,668.06	16,733.68
B. Exploratory Wells in Progress			
Opening Balance	15,485.75	18,103.35	18,103.35
Addition during the year	3,584.58	4,680.44	8,916.69
Less: Transfer to Producing Properties	341.29	41.24	1,140.12
Less: Wells written off during the year	5,500.67	2,428.00	9,264.44
Foreign Currency Translation Adjustment	455.49	(1,422.78)	(1,129.73)
Closing Balance (Gross EWIP)	13,683.86	18,891.77	15,485.75
Opening Balance	1,479.15	1,466.86	1,466.86
Add: Provided during the year	6.91	5.89	12.29
Total Provision	1,486.06	1,472.75	1,479.15
Exploratory Wells In Progress (B)	12,197.80	17,419.02	14,006.60
TOTAL WELLS IN PROGRESS (A + B)	33,091.25	30,087.08	30,740.28

In respect of Farsi Block, Iran, the Company in consortium with other partners entered into an Exploration Service Contract (ESC) with National Iranian Oil Company (NIOC) on 25th December 2002. In pursuance to the committed work program, the Company carried out the commerciality studies in respect of the BB area and Farzad-B (FB) area. The commerciality report for FB Gas Field was submitted to NIOC on 23rd December 2007 and further the feasibility report of BB Area was submitted to NIOC on 26th November 2008. NIOC announced the Date of Commerciality for FB as 18th August 2008. The Master Development Plan for FB Gas Field has been submitted to NIOC and Iranian Offshore Oil Company (IOOC) on 5th May 2011 has conveyed that current version of MDP could be the base for negotiation of Development. The Company's investment in 4 exploratory wells drilled in the Farsi Block amounted to ₹ 1,486.05 Million till 30th September 2012 (half-year ended 30th September 2011 ₹ 1,472.74 Million) including an expenditure of ₹ 6.91 Million during the half year ended 30th September 2012 (half year ended 30th September 2011 ₹ 5.89 Million).

(₹ In Million)

	As at 30 September 2012	As at 30 September 2011	As at 31 March 2012
19 Capital Work In Progress			
Block 06.1, Vietnam	3,252.78	2,053.82	2,503.28
Block 128, Vietnam	92.54	92.54	-
Sakhalin-1 Project, Russia	56,862.51	37,652.17	46,764.05
Block 5A, Sudan	27.26	12.17	27.26
Block A1, Myanmar	4,683.54	2,374.87	3,960.76
Block A3, Myanmar	983.59	964.57	840.95
Pipeco Midstream, Myanmar	2,315.79	870.39	1,966.65
Block 25, 26, 27, 28, 29, 36 and P35 (Part), Cuba	-	346.91	346.91
Block 1,2,3 &4 (Area 43), Libya	408.90	408.90	408.90
Tamba BV, The Netherlands	3,220.68	1,743.96	2,562.69
Block BC-10, Brazil	-	807.09	-
Sancristobal Project, Venezuela	1,296.60	1,914.06	2,466.28
Pipeco 1 - Onland Pipeline A1 A3, Myanmar	4,364.24	237.04	2,275.55
Petro Carabobo, Venezuela	6,463.59	5,512.21	5,923.96
Block OPL 297, Nigeria	658.74	611.01	638.74
Block Satpayev, Kazakhstan	4,753.53	-	4,753.53
Corporate Office Building, Vasant Kunj, New Delhi	893.31	366.92	659.56
Others	45.90	179.45	156.61
TOTAL	90,323.50	56,148.08	76,255.68

(₹ in Million)

	As at 30 September 2012	As at 30 September 2011	As at 31 March 2012
20 Goodwill			
Gross Goodwill (A)	125,827.39	116,388.61	122,029.76
Accumulated Amortisation (B)	30,510.50	23,316.20	27,450.75
Provision for impairment (C)	19,533.69	-	19,533.69
Net Goodwill (A - B - C)	75,783.20	93,072.41	75,045.32

The company carried out impairment assessment as on March 31 2012, as per Accounting Standard 28, wherein indicators were noted for four Cash Generating Units(CGU). Based on the Impairment test, provision of USD 407.97 Million(₹19,533.69) (Previous Year- Nil) has been provided in respect of Jarpeno Ltd and has been provided against the respective Goodwill.

(₹ In Million)

		As at 30 September 2012	As at 30 September 2011	As at 31 March 2012
21	Non Current Investment			
	Investment with bank for Site Restoration	3,780.76	927.09	2,927.15
	TOTAL	3,780.76	927.09	2,927.15

a Investment with Bank for Site Restoration represents the Company's contribution to fund the estimated abandonment costs of Sakhalin-1 Project, in accordance with the provisions contained in the applicable production sharing agreement (Sakhalin PSA). The required amounts are remitted by the Company to the Bank acting as Foreign Party Administrator, appointed pursuant to the Sakhalin PSA, and are invested in accordance with the guidelines stipulated under the relevant funding agreement.

22 Deferred Tax Assets

	As at 30 September 2012	As at 30 September 2011	As at 31 March 2012
Deferred Tax Assets	5,134.39	3,086.82	5,220.65
TOTAL	5,134.39	3,086.82	5,220.65

Refer Note No 45.c

23 Long Term Loans And Advances

		As at 30 September 2012	As at 30 September 2011	As at 31 March 2012
Secured, considered good				
Other loans and advances (secured)		111.69	98.46	899.65
Unsecured, considered good				
Other loans and advances (unsecured)		230.88	2,954.42	17.27
Doubtful				
Other loans and advances		679.46	-	534.16
Sub Total (A)		1,252.96	3,052.88	1,451.08
Less : Provision for bad and doubtful loans and advances				
Other loans and advances	*Note 23 c*	679.46	-	534.16
Sub Total (B)		679.46	-	534.16
TOTAL		573.50	3,052.88	916.92

a Loans and advances

	As at 30 September 2012	As at 30 September 2011
Current (Note 28)	9,712.52	10,459.93
Non Current (Note 23)	573.50	3,052.88
Total	10,286.02	13,512.81

b Loans and advances due by directors or other officers (₹ In Million)

	Non-current		Current	
	30 September 2012	30 September 2011	30 September 2012	30 September 2011
Loans and advances to employees include				
Dues from directors	0.37	-	0.05	-

c Salpayev: The company has 25% participating interest (PI) in an exploration Block Satpayev Area Kazakhstan, and 75% PI is held by KMG the National Oil Company of Kazakhstan. As per the carry agreement dated 15.06.2010, OVL shall finance KMG's share of expenditure in the project.
The amount will be refunded by KMG along with accrued interest in the event of commercial discovery and production from the project. KMG's share of expenditure financed by OVL in the Block has been accounted for as loan to KMG.
Provision has been made towards the amount of carry loan of ₹ 679.46 million as on 30 September 2012 (as on 30 September 2011 Nil) to KMG in view of the block being under exploration as there is no certainty of commercial discovery.

(₹ in Million)

	As at 30 September 2012	As at 30 September 2011	As at 31 March 2012
24 Other Non Current Assets			
Secured, considered good			
Investment in Lease realisable beyond 12 months from the end of reporting period	1,289.47	2,318.33	1,846.25
Interest Accrued on Loans to Employees	36.30	1.63	34.16
Unsecured, considered good			
Trade receivables on deferral credit terms realisable beyond 12 months from the end of reporting period	18,146.37	19,069.32	15,192.42
Prepaid Expenses	18.25	-	-
Other Deposits	-	317.56	274.88
Doubtful			
Trade receivables on deferral credit terms realisable beyond 12 months from the end of reporting period	2.16	-	2.16
Sub Total (A)	19,492.55	21,706.84	17,349.87
Less : Allowance for bad and doubtful loans and advances / Provision for Inventory			
Trade receivables (sundry debtors) realisable beyond 12 months from the end of reporting period	2.16	-	2.16
Sub Total (B)	2.16	-	2.16
TOTAL (A -B)	19,490.39	21,706.84	17,347.71

Investment in Lease - refer note no 46 (a)

	As at 30 September 2012	As at 30 September 2011
Non Current (Note 24)	19,490.39	21,706.84
Current (Note 25)	22,608.19	10,308.19
Total	42,098.58	32,015.03

(₹ In Million)

		As at 30 September 2012	As at 30 September 2011	As at 31 March 2012
25	Inventories (As taken, valued and certified by the Management)			
	Finished Goods	1,053.90	432.77	1,034.71
	Stores & Spares	5,730.48	5,431.81	6,275.76
	Less: Provision for Non-moving Stores	1,597.97	1,135.93	1,577.56
	TOTAL	5,191.41	4,728.65	5,732.91

		As at 30 September 2012	As at 30 September 2011	As at 31 March 2012
26	**Trade Receivables**			
	Secured, considered good			
	Trade receivable outstanding for a period exceeding six months:	4,793.56	4,601.41	3,286.52
	Others	97.06	-	7.48
	Unsecured, considered good			
	Trade receivable outstanding for a period exceeding six months	23,160.20	25,117.66	21,904.54
	Other Debts	3,669.71	4,191.70	4,416.01
	Doubtful			
	Other Debts:	4.03	10.83	5.19
	Sub Total (A)	31,724.56	33,921.60	29,619.74
	Less : Allowance for bad and doubtful trade receivables (B)	4.03	10.83	5.19
	TOTAL (A-B)	31,720.53	33,910.77	29,614.55

(₹ In Million)

	As at 30 September 2012	As at 30 September 2011	As at 31 March 2012
27 Cash & Bank balances			
A) Balances with Banks			
in current account	42,611.76	42,864.95	46,966.00
in deposit account	0.18	54.21	35.38
B) Cash on hand			
i) At New Delhi	0.25	0.26	0.25
ii) At Overseas	7.48	7.50	7.05
C) Others			
Cash & Bank Balance (In respect of Joint Ventures)	3,623.70	3,453.43	4,519.65
TOTAL	46,243.37	46,380.35	51,528.33

(₹ in Million)

		As at 30 September 2012		As at 30 September 2011		As at 31 March 2012
28 Short Term Loans & Advances						
A. Secured - Considered Good						
Loans & Advances to Employees		48.08		41.31		43.27
Loans & Advances to Directors		-		-		-
Total Secured - Considered Good (A)		48.08		41.31		43.27
B. Unsecured - Considered Good						
Carry Finance to JV Partners		95.65		127.99		69.38
Loans & Advances to Employees		13.78		22.16		12.34
Loans & Advances to Directors		0.07		-		-
Advances recoverable in cash or in kind or for value to be received		995.10		899.70		920.05
Advances recoverable in cash or in kind or for value to be received (In respect of Joint Ventures)		8,559.84		9,368.77		7,181.89
Total Unsecured - Considered Good (B)		9,664.44		10,418.62		8,183.66
C. Unsecured - Considered Doubtful						
Advances recoverable in cash or in kind or for value to be received	-		-	-	1,741.95	
Advances recoverable in cash or in kind or for value to be received	1,795.85					
Carry Finance to JV Partners	1,525.97		1,413.12		1,474.04	
Less: Allowances						
Provisions for Doubtful Advances and Claims	3,321.82		1,413.12		3,215.99	
Total Unsecured - Considered Doubtful (C)		-		-		-
LOANS AND ADVANCES (A+B+C)		9,712.52		10,459.93		8,226.93

a Carry Finance to Sudapet:

The Company carried the share of investment of Sudapet, a company owned by the Government of Sudan, for its 3.375% share in Block 5A till the commencement of first commercial production(Sudapet Carry). The carried amounts are repayable without Interest in form of oil out of the production share of Sudapet as per the terms of the Exploration and Production Sharing Agreement (EPSA).Currently, Block 5A is under exploration, production and development and due to certainty of the recovery, the net carried amount of USD 1.36 Mn equivalent to ₹ 71.55 Million (30 September 2011 USD 2.62 Mn equivalent to ₹ 127.99 Million) has been shown as Loans and Advances.

(₹ in Million)

			As at 30 September 2012		As at 30 September 2011		As at 31 March 2012
29	Other Current Assets						
	Prepaid expenses for Underlift Quanity		2,902.69		677.60		745.48
	Interest Accrued On:						
	Deposits with Banks		203.59		191.65		313.91
	Others		684.36		246.32		369.19
	Other Deposits		81.51		95.27		74.00
	Other Current Assets		666.21		5.70		31.68
	Vat Receivable		1,819.30		1,904.91		1,169.94
	Investment in Lease		3,206.69		1,670.85		2,427.35
	Advances recoverable in Cash or in kind or for value to be received (In respect of Joint Ventures)		6,323.88		4,424.20		6,532.28
	Taxes (Income Tax, Wealth Tax and Fringe Benefit Tax) :						
	Advance Payment	22,996.51		19,613.11		22,420.44	
	Less: Provision	16,276.55	6,719.96	18,521.42	1,091.69	11,586.86	10,833.58
	TOTAL		22,608.19		10,308.19		22,497.41

Investment in lease - Refer Note No 46 a

Attention is invited to Note 24

(₹ In Million)

30 Revenue from Operations	Half year ended 30 September 2012	Half year ended 30 September 2011	2011-12
(A) Sales			
Crude Oil	74,566.67	114,854.66	211,687.47
Gas	6,004.90	4,597.30	9,923.88
Condensate	1,522.52	1,658.83	3,189.04
Total Sales (A)	82,094.09	121,110.79	224,800.39
Less: Value Added Tax	1,255.88	1,158.48	2,567.68
(B) Net Sales	80,838.21	119,952.31	222,232.71
(C) Other Operating Revenue			
Other Operating income	577.24	610.83	1,240.41
Total Revenue from Operations (B + C)	81,415.45	120,563.14	223,473.12

31 Other Income	Half year ended 30 September 2012	Half year ended 30 September 2011	2011-12
Interest Income on:			
Deposits with Banks	601.32	294.27	812.22
Loans and Advances to Employees	3.13	2.62	5.54
Others	50.10	240.78	93.63
Lease Income	206.85	186.21	346.95
Profit on Redemption/ Sale of Investment	-	1,487.89	-
Gain on Foreign Exchange Forward Contract	-	-	222.45
Miscellaneous Receipts	517.42	1,106.88	1,420.34
TOTAL	1,378.82	3,318.65	2,901.13

(₹ In Million)

	Half year ended 30 September 2012	Half year ended 30 September 2011	2011-12
32 Production, Transportation, Selling and Distribution Expenditure			
Production Expenditure	10,599.35	11,775.78	22,673.78
Transportation Expenditure	3,064.26	2,639.31	5,094.13
Royalty	14,492.71	34,841.46	57,571.23
Staff Exp	1,408.71	969.00	2,187.13
Service Tax and Other Levies	4,077.23	4,067.35	8,100.69
Rent	523.42	437.62	1,032.17
Repair to Buildings	76.66	40.96	73.48
Repair to Machinery	0.82	-	3.96
Other Repairs and Maintenance	61.34	9.77	124.85
Insurance	13.08	34.51	69.90
Idle rig cost	213.49	1,055.43	1,746.75
Crude oil received against Carry Finance	-	-	231.66
Others	1,044.01	1,043.59	2,698.68
TOTAL	35,575.08	56,914.78	101,608.61

a Royalty : please see note A.3.3

b **Details of Production, Transportation, Selling and Distribution Expenditure**

Particulars	Half year ended 30 September 2012	Half year ended 30 September 2011	2011-12
i a. Salaries, Wages, Ex-gratia etc.	1,164.34	929.61	1,775.38
b. Contribution to Provident Fund and other Funds.	117.69	14.06	61.50
c. Provision for Gratuity	39.62	4.14	69.97
d. Provision for Leave Encashment	9.73	6.33	130.37
e. Provision for medical / Terminal Benefits	2.60	3.59	6.19
f. Staff Welfare Expenses	74.74	11.27	143.72
Sub Total (A)	1,408.71	969.00	2,187.13
ii Rent	523.42	437.62	1,032.17
iii Electricity, Water and Power	85.74	167.51	429.79
iv Repairs to buildings	76.66	40.96	73.48
v Repairs to Plant and Machinery	0.82	-	3.96
vi Other Repairs	61.34	9.77	124.85
vii Hire Charges of Vehicles	33.23	79.49	260.33
viii Professional Charges	62.57	174.95	400.12
ix Telephone and Telex	37.71	35.25	71.25
x Printing and Stationery	0.82	7.54	13.12
xi Training and Seminar	-	1.49	4.76
xii Business Meeting Expenses	4.29	12.49	31.15
xiii Traveling Expenses	77.01	130.10	254.57
xiv Pipeline construction Cost	-	-	-
xv Insurance	13.08	34.51	69.90
xvi Advertisement and Exhibition Expenditure	12.79	10.36	36.64
xvii Contractual Transportation	3,064.26	2,639.31	5,094.13
xviii Miscellaneous Expenditure	132.81	1,205.14	2,733.78
xix Other Operating Expenditure*	11,409.87	12,050.49	22,924.71

xx Royalty	14,492.71	34,841.46	57,571.23
xxi Statutory Levies (Service Tax and Other Levies, Windfall Tax & VAT)	5,333.11	5,225.83	10,668.57
Sub Total (B)	35,422.25	57,104.26	101,798.51
Total (A+B)	36,830.96	58,073.26	103,985.64

* Statutory Levies includes VAT as on Note: 26

* The other operating expenditure (no. xix above) includes the expenses in respect of Sakhalin-1, Russia project, where the above details are not made available by the Operator.

c Auditors' Remuneration (excluding subsidiaries and joint venture company):

Particulars	Half year ended 30 September 2012	Half year ended 30 September 2011	2011-12
Audit Fee	0.34	0.88	3.09
Tax Audit Fee	Nil	Nil	0.28
Certification Fee	0.05	0.06	0.48
Total	0.39	0.94	3.85

d The expenditure incurred by Oil and Natural Gas Corporation Limited or its subsidiaries on behalf of the Company are accounted for on the basis of debit raised by them for which supporting documents are held by the respective relevent company/subsidiaries.

(₹ in Million)

		Half year ended 30 September 2012		Half year ended 30 September 2011		2011-12
33 Changes In Inventories of Finished Goods						
*As taken, valued and certified by the Management						
Closing Stock		1,058.90		432.77		1,034.71
Opening Stock	1,034.71		564.06		564.06	
Less: Adjustment	29.83	1,004.88	0.00	564.06	161.04	403.02
NET (INCREASE)/DECREASE IN STOCK		(54.02)		131.29		(631.69)

	Half year ended 30 September 2012	Half year ended 30 September 2011	2011-12
34 Finance Costs			
A. Interest On			
Finance Lease	190.62	180.96	371.31
Interest on Bonds	985.39	988.09	1,974.74
Others	227.15	48.90	614.60
B. Foreign Exchange Fluctuation related to borrowing cost	(99.76)	(39.73)	9.15
TOTAL	1,303.40	1,178.22	2,969.80

(₹ in Million)

		30 September 2012		30 September 2011		2011-12
35 Depreciation, Depletion and Amortisation						
Depreciation	2,771.22		8,086.37		11,132.60	
Amortisation -Intangibles	41.73		23.32		(12.75)	
Less: Capitalised	1,301.54	1,511.41	6,493.76	1,615.93	7,995.20	3,124.65
Depletion		9,659.43		10,895.41		21,607.06
Survey Expenditure		702.34		1,009.64		2,537.43
Dry Wells		5,500.67		2,428.00		9,264.44
Amortisation of Goodwill		2,110.32		2,733.82		5,145.55
TOTAL		19,484.17		18,682.80		41,679.13

Refer to Note No A 3.1

Intangible Asset amortisation please refer to note no k.2

(₹ in Million)

	Half year ended 30 September 2012	Half year ended 30 September 2011	2011-12
36 Other Expenses			
Net (gain) or loss on foreign currency transactions and translation (other than considered as finance cost)	2,030.36	93.28	1,473.54
Hedging (Gain)/Loss	-	29.28	48.52
Other Expenses	0.51	(46.77)	120.45
Provision for Mark to Market loss on Derivative Contracts*	313.99	-	498.56
TOTAL	2,344.86	75.79	2,141.07

*Please refer to Note 51

	Half year ended 30 September 2012	Half year ended 30 September 2011	2011-12
37 Provisions & Write-Offs (Net)			
Provision for Impairment	-	-	19,533.69
Provisions for Doubtful Debts/Claims	340.40	18.71	2,269.42
Provision for Wells under Service Contract	6.91	5.89	12.29
Provision for Non Moving Inventory	37.16	24.47	740.62
Provisions Written Back	0.00	0.00	-
Acquisition Cost Written Off	254.37	2,252.55	3,257.84
Other Write Off	(721.89)	369.42	2,115.25
TOTAL	(83.05)	2,671.04	27,929.11

a Provision for Impairment - Attention is invited to Note 20

b Provision for doubtful debts/claims includes carry loan of ₹ 145.30 Million (period ending 30 September 2011 ₹ Nil) to KMG in view of the block being under exploration and there is no certainty of commercial doscovery.

c Provision has been made for well under service contract in respect of Farsi Block Iran.

d Acquisition cost written off in respect of exploration projects upon relinquishment.

e Other write-off includes ₹ 859.34 Million (previous quarter ending 30 September 2011 : ₹ Nil) in respect of minimum exploration commitment of Block 128 - Vietnam due to extension of exploration period by the Government of Vietnam for two years.

(₹ in Million)

	Half year ended 30 September 2012	Half year ended 30 September 2011	2011-12
38 Decrease/(increase) due to overlift/underlift quantity			
Underl ift Previous period	342.02	513.18	283.33
Underl.ift current period	3,064.40	484.36	697.44
Decrease/(increase) due to overlift/underlift quantity	(2722.38)	28.81	(414.11)

a Adjustment for under lift includes lifting by Government of Sudan in respect of GNPOC

	Half year ended 30 September 2012	Half year ended 30 September 2011	2011-12
39 Adjustments Relating to Prior Period (Net)			
A. Expenses			
Survey Expenses	-	-	(23.20)
Amortisation of Goodwill	-	-	11.14
Other Expenses	0.16	203.95	137.80
Depreciation	-	(114.92)	(192.98)
Sub-Total	0.16	89.03	(67.24)
B. Income			
Miscellaneous Items	14.67	0.00	6.24
Sub-Total	14.67	0.00	6.24
TOTAL (A - B)	(14.51)	89.03	(73.48)

	Half year ended 30 September 2012	Half year ended 30 September 2011	2011-12
40 Earnings Per Equity Share			
Net Profit	16,489,270,834	27,168,276,408	27,211,559,601
No of Shares	500000000	100000000	100000000
Basic and Diluted Earnings Per Equity Share	32.98	271.68	272.12
(Per Share of ₹ 100 each)			

41 Taxation

i The Company had appealed to Hon'ble Delhi High Court against the decision of Income Tax Appellate Tribunal (ITAT) for the Assessment Years 1981-82 to 1987-88 regarding disallowance of its claim for ₹ 94.04 Million (As on 30 September 2012: ₹ 94.04 Million) on account of depreciation, development allowance and receipt of interest on delayed payments in respect of Iran Project. However, pending decision the tax demand in this regard was paid by the Company. The matter has been remanded back by the Hon'ble Delhi High Court to the ITAT for fresh hearing vide order dated 30 March 2011.

ii The Company had filed appeals with Commissioner of Income Tax (Appeals) [CIT (Appeals)] against the disallowance of depreciation on acquisition costs of the projects and other expenses as well as addition to income aggregating to ₹ 3,958.54 Million, ₹ 3,006.17 Million, ₹ 3,470.29 Million, ₹ 3, 212.03 Million,₹ 4,683.46 Million , ₹ 5,617.51 Million and ₹ 4,578.92 Million for assessment years 2002-03, 2003-04, 2004-05, 2005-06, 2006-07, 2007-08 and 2008-09 respectively by the assessing officer ('AO'). CIT (Appeals), while disposing off the appeals for assessment years 2002-03 and 2003-04 partially deleted the disallowances. The Company filed appeals with the Income Tax Appellate Tribunal (ITAT) against the orders of CIT (Appeals). The Company got a favorable decision from ITAT for AY 2002-03 and all disallowances (depreciation on acquisition cost and pre-acquisition expenses) made by the AO have been deleted by ITAT. While the Department has filed appeal in the High Court of Delhi (the 'Delhi HC') against the said order of ITAT for 2002-03, the Company has also approached the Delhi HC against the said order with the appeal that the acquisition cost be treated as revenue expenditure.

iii For the assessment years 2004-05 and 2005-06, CIT(Appeals) has decided the appeals in favor of the Company. However, the Department has filed appeal against the above orders in the ITAT.

iv. For the assessment year 2004-05, the AO had reassessed the income under u/s 147 of the Income Tax Act, 1961 making additions to income amounting to ₹ 165.98 Million towards exchange gain adjustments and change in method of accounting during the relevant year. The tax demanded due to reassessment is nil. The AO has also initiated penalty proceedings. Company has filed an appeal before CIT(Appeals) against the order of the AO and requested the AO to keep the penalty proceedings in abeyance till the disposal of the appeal by CIT(Appeals).

v. For the assessment year 2005-06, the Company had claimed tax credit of ₹ 111.33 Million (increased to ₹ 709.88 Million due to assessment by Department under regular provisions rather than under MAT, as returned) under the India-Vietnam double tax avoidance agreement with respect to tax deemed to be paid. The claim was duly supported by report of a reputed accounting and tax firm in Vietnam and accepted by the AO. The CIT had issued an order dated 29 March 2010 holding the allowance of the credit to be erroneous and directed the AO to re-compute the tax payable and allow credit only on the basis of certificate to be obtained by the Company from Vietnam tax authorities. The Company had filed appeal with the Income Tax Appellate Tribunal (ITAT) to contest the same on the ground that the decision of the CIT is not in accordance with the law. The Company had also approached Vietnam Tax Authorities (VTA) for required certificate. However, the AO vide his order dated 21 December 2010 has withdrawn the credit allowed for ₹ 709.88 Million and the resulting demand for ₹ 958.34 Million has been adjusted by the AO against refunds due to the Company. The Company has filed appeal with CIT (A) against the order of the AO. Further, the VTA vide their notice dated 5 August 2011 have confirmed the tax amounts for the calendar years 2003 to 2006. The Company has filed the documents with CIT (A) and further proceedings before CIT(A) are pending.

vi For the assessment year 2008-09, the AO has made certain disallowances/additions (depreciation on acquisition costs of the projects, adjustment of Sudan crude oil inventory, provision in respect of Farsi exploration service contract and other expenses) amounting to ₹ 4,578.92 Million and assessed total Income as ₹ 32,469.15 Million against returned income of ₹ 27,890.22 Million. The disallowances/additions include an amount of ₹ 1,654,88 Million on protective basis. In consequence, the AO has raised a demand of ₹ 2,238.65 Million payable by the Company. The Company does not agree with the disallowances made and filed appeal with CIT (Appeals) against such assessment order. No provision has been made for additional tax liability, if any, on this account.

vii For the assessment year 2005-06, AO has initiated action on 28 March 2012 u/s 147 of the Income Tax Act, 1961 for re-assessing company's assessed income. The AO also conveyed the reasons whereby the AO has indicated additions to income amounting to ₹ 25.87 Million towards exchange loss adjustments due to change in method of accounting during the year. No demand has been raised by the AO.

42 Details of Joint Ventures:

The details of Company's and its Subsidiaries' significant joint ventures as on 30 September 2012 are as under

Sr. No.	Name of the Project and Country of Operation	Company's participating share (%)	Other Consortium Members	Operator	Status
1	Block 06.1 Project, Vietnam, Offshore	45%	TNK Vietnam B.V.* -35% Petrovietnam - 20%	TNK Vietnam B.V.*	The project is under development and production
2	Block 1a, 1b, 2a, 2b & 4 (GNOP) Project, Sudan, Onshore (Through ONGC Nile Ganga B.V.)	25%	CNPC - 40% Petronas - 30% Sudapet - 5%	Joint Operatorship	The project is under production.
3	Sakhalin -1 Project, Russia, Offshore	20%	ENL - 30% SODECO - 30% SMNG - 11.5% R N Astra – 8.5%	ENL	The project is under development and production
4	AFPC Project Syria, Onshore (Through ONGC Nile Ganga B.V.) **	38.75%	Fulin – 50% Mittals – 11.25%	SSPD **	The project is under production.
5	MECL, Colombia, Onshore (Through ONGC Amazon Alaknanda Limited)	50%	Sinopec – 50%	Joint Operatorship	The project is under exploration, development and production
6	Block 5A Project, Sudan, Onshore	24.13%	Petronas - 67.875% Sudapet - 8%	Petronas and Sudapet - Joint Operatorship	The project is under exploration, development and production
7	Block BC-10 Project, Brazil, Offshore (Through ONGC Nile Ganga B.V.)	15%	Shell – 50% Petrobras – 35%	Shell	The project is under development and production
8	OOO Imperial Frac Service (Through Jarpeno Ltd)	50%	Mr. Vladimir Aleksandrovich Borisov – 50%	OVL	The company provides Fraccing Services
9	San Cristobal Project, Venezuela, Onshore (Through ONGC Nile Ganga B.V.)	40%	CVP- 60%	Joint Operatorship	The project is under development and production
10	Block A-1 Project, Myanmar, Offshore	17%	Daewoo – 51% KOGAS – 8.5% GAIL – 8.5% MOGE- 15%	Daewoo	The project is under development.
11	Block A-3 Project, Myanmar, Offshore	17%	Daewoo – 51% KOGAS – 8.5% GAIL – 8.5% MOGE- 15%	Daewoo	The project is under development.

12	Farsi Block Project, Iran, Offshore	40%	IOC – 40% OIL – 20%	OVL	The project 's exploration service contract ended on 24 June 2009. The Master Development Plan (MDP) for the Farzad 'B' Gas Field has been submitted to National Iranian Oil Company and Development Service Contract for the field is under discussion.
13	Block XXIV Project, Syria, Onshore	60%	IPRMEL - 25% Triocean-15%	IPR MEL	The project is under exploration, development and production.
14	Block 25-29, 35 (Part) & 36 Project, Cuba, Offshore	30%	Repsol YPF – 40% Stat Oil – 30%	Repsol YPF	The project is under exploration.
15	Khartoum-Port Sudan Pipeline Project, Sudan	90%	OIL – 10%	OVL	The pipeline has been completed and is under lease.
16	Block RC-8, Colombia, Offshore	40%	Ecopetrol - 40% Petrobras – 20%	OVL	The project is under exploration
17	Block RC-9, Colombia, Offshore	50%	Ecopetrol - 50%	Ecopetrol	The project is under exploration
18	Block RC-10, Colombia, Offshore	50%	Ecopetrol - 50%	OVL	The project is under exploration
19	Block BM-SEAL-4, Brazil. (Through ONGC Nile Ganga B.V)	25%	Petrobras- 75%	Petrobras	The project is under exploration
20	Block BM-BAR-1, Brazil (Through ONGC Nile Ganga B.V)	25%	Petrobras- 75%	Petrobras	The project is under exploration
21	Block SSJN-7, Colombia, Onshore	50%	Pacific - 50%	Pacific	The project is under exploration
22	OPL-279, Nigeria (Through ONGC Mittal Energy Limited)	22.74% (OMEL 45.5%)	EMO- 40% Total -14.5%	OMEL	Exploration;surrendered in 2011-12
23	OPL-285, Nigeria (Through ONGC Mittal Energy Limited)	32.15% (OMEL 64.33%)	EMO- 10% Total -25.67%	OMEL	Exploration;surrendered in 2011-12
24	Block CPO-5, Colombia, Onshore	70%	PetroDorado – 30%	OVL	The project is under exploration
25	SHWE Offshore Pipeline Project, Myanmar	17%	Daewoo – 51%, KOGAS – 8.5%, GAIL – 8.5%, MOGE – 15%	Daewoo	The project is under construction.

26	Onshore Gas Pipeline Project (SEAGPCL), Myanmar (Through ONGC Nile Ganga B.V.)	8.35%	CNPC-SEAP– 50.9% Daewoo – 25.041%, KOGAS– 4.1735%, GAIL – 4.1735%, MOGE – 7.365%	CNPC-SEAP	The project is under construction
27	BM-S-73, Brazil (Through ONGC Nile Ganga B.V.)	43.50%	Petrobras – 43.5% Eco Petrol – 13%	OCL	The project is under exploration
28	BM-S-74, Brazil (Through ONGC Nile Ganga B.V.)	43.50%	Petrobras – 43.5% Eco Petrol – 13%	Petrobras	The project is under exploration
29	Carabobo Project, Venezuela (Through Carabobo One AB)	11%	CVP - 60% Repsol Exp-11% Petronas Ve-11% INDOIL-7%	Joint operatorship	The project is under development
30	Satpayev Contract Area 3575, Kazakhstan	25%	KMG – 75%	SOLLP	The project is under Exploration

Abbreviations used: Addax – Addax Energy Nigeria Limited; BPEOC – BP Exploration Operating Company Limited; CNPC – China National Petroleum Corporation; CNPC-SEAP-CNPC South-East Asia Pipeline Co Ltd; CVP – Corporacion Venezolana Del Petroleo S.A.; Daewoo – Daewoo International Corporation; Devon – Devon Energy do Brazil Ltda ; EMO – EMO Exploration & Production Limited; Equator – Equator Exploration JDZ Block 2 Limited; ERHC – ERHC Energy Nigeria JDZ Block 2 Limited; ENL – Exxon Neftegas Limited; Foby – Foby Energy Company Limited; Fulin – Fulin Investments Sarl; GAIL – GAIL (India) Limited;; IOC – Indian Oil Corporation Limited; INDOIL- Indoil Netherlands B.V.; IPRMEL – IPR Mediterranean Exploration Limited; KOGAS – Korea Gas Corporation; B.V; Mittals – Mittal Investments Sarl; MOGE- Myanmar Oil and Gas Enterprise ; Amber – Momo Deepwater JDZ Limited; OCL – ONGC Campos Ltda.. OIL – Oil India Limited; Pacific - Pacific Stratus Energy, Colombia; Petrobras – Petroleo Brasileiro S.A.; Petro-Dorado - Petro-Dorado South America S.A.; Petronas – Petronas Carigali Overseas Sdn Bhd; Petronas Ve: PC Venezuela Ltd; Petrovietnam – Vietnam Oil and Gas Group; Repsol – Repsol YPF Cuba SA; Repsol Exp- Repsol Exploracion S.A.; SEAGPCL – South East Asia Gas Pipeline Company Ltd.; Shell – Shell Brazil Ltda; Sinopec – Sinopec Overseas Oil and Gas Limited; Sinopec JDZ– Sinopec JDZ Block 2 Limited; SMNG – Sakhalinmorneftegas Shelf; SODECO – Sakhalin Oil Development Company Limited; SOLLP – Satpayev Operating Company LLP (100% subsidiary of KMG); SSPD: Syria Shell Petroleum Development B.V.; Sudapet – Sudapet Limited; Triocean: Tri-Ocean Mediterranean

* BPEOC has transferred its PI and Operatorship for the Block-6.1 to TNK-Vietnam B.V. effective from 17th October, 2011.

** OVL has effectively 38.75% interest in Himalaya Energy Syria B.V. (HESBV) with Mittals and Fulin effectively holding 11.25% and 50% interest respectively. HESBV, through its subsidiaries, holds 33.33%, 37.5% and 36% interest in Ash Sham (including deep and lateral) concession, Deir-Ez-Zor and Annexure-IV (including deep and lateral) concessions and a gas utilization agreement in Syria; the balance interest in the concessions being held by SSPD- the Operator.

43 Company's share in Joint Ventures

The Company, its Subsidiaries' and the Joint Venture Company's share of assets, liabilities, income and expenses in the Joint Ventures as furnished by the Operator has been incorporated in the financial statements as given below:

Project	Net Fixed Assets	Net Producing Property	Capital Work In Progress	Exploratory and Development Wells In Progress	Current Assets	Cash and Bank Balance	Liabilities	Income	Expenditure* (including depreciation)
Block 06.1 Vietnam	1,097.07	1,392.54	3,252.78	5,173.19	4,620.97	149.73	11,389.00	6,843.32	3,835.10
Farsi Block, Iran	0.28	-	-	-	0.07	0.33	122.72	-	3.76
Sudan Pipeline, OVL's Share (90%)	-	-	-	-	4,496.15	9.40	3,918.10	91.81	(335.17)
Block 5A, Sudan	2,756.96	5,194.28	27.26	2,052.11	702.28	91.21	(35.06)	-	(43.74)
Block RC-8, Colombia	0.21	-	-	-	(0.70)	-	(67.37)	-	264.63
Block RC-10, Colombia	0.25	-	-	-	0.10	-	699.58	-	3.24
Block RC-9, Colombia	-	-	-	-	-	0.24	9.96	-	-
Block SSJN-7, Colombia	-	-	-	-	2.14	-	36.09	-	56.63
Blocks 25-29, 35 (Part) & 36, Cuba	7.76	-	-	-	247.03	-	295.62	-	4,236.38
Block A-1, Myanmar	36.69	-	4,683.54	3,132.15	125.71	336.41	1,560.13	-	(2.68)
Block A-3, Myanmar	1.33	-	983.59	2,868.06	16.44	107.37	323.79	-	(3.31)
CPO 5 Block	0.21	-	-	70.57	71.20	23.94	277.67	-	(2,494.89)
SHWE Offshore Pipeline Myanmar	-	-	2,315.79	-	-	127.69	41.51	-	3.61
Block 6 North Ramadan, Egypt+	-	-	-	-	50.96	-	62.72	-	-
Block NC-189, Libya+	-	-	-	-	-	2.15	-	-	0.04
Block NEMED, Egypt+	-	-	-	-	-	-	(1.94)	-	-
Satpayev Block, Kazakhstan	2.37	-	4,753.53	-	688.48	-	(160.25)	-	163.68
Block 279, Nigeria	-	-	-	-	-	-	-	-	-
Block 285, Nigeria	24.95	-	658.74	-	-	100.01	-	-	-
LLC Imperial Frac Service-	125.01	-	-	-	62.00	43.60	47.61	162.43	137.55
Block 1a, 1b, 2a, 2b & 4,	508.38	22,479.74	-	4,249.82	3,161.20	291.75	4,545.54	7,015.80	3,145.91
Block BC-10 & Exploratory	-	17,269.22	-	5,446.78	147.27	454.37	2,440.32	6,382.11	5,901.52
PIVSA (San Cristobal),	1,242.56	1,861.87	1,296.60	1,931.46	1,901.61	65.05	19,680.46	13,154.08	7,978.95
Pipeco 1 onshore Project,	18.03	-	4,364.24	-	4.98	40.54	566.90	-	-
Tamba	-	-	3,220.68	-	-	1,153.86	4,764.68	715.88	3.50
AFPC, Syria	0.96	21,776.92		66.61	4,372.53	15.01	655.42	-	29.35
MECL	3,908.90	7,643.12	45.90	4,353.07	656.35		1,923.80	7,078.98	1,852.69
Petro carabobo	-	-	6,463.59	-	137.13	102.43			
Grand Total	31,620.20	132,946.49	88,928.75	32,190.51	27,317.39	3,723.72	135,938.13	70,699.44	31,666.68

*Represents expenditure as per joint venture statement. In the accounts of the Company, the amount is reflected after netting off as per the Accounting Standard (AS) 27 viz. Financial Reporting of interests in Joint Ventures.

** Excludes signature bonus paid by subsidiary and classified under capital work in progress

The Company's share of assets, liabilities, income and expenses has been converted into the reporting currency at the average exchange rate over the period for which the details are provided by the Operators. Generally the details are provided by the operators on monthly basis except in respect of Sakhalin-1, Russia Project, where the details are provided by the Operator on quarterly basis.

The Company's share of assets, liabilities, income and expenses incorporated in the financial statements in respect of Joint Venture Company - OMEL is given below:

Particulars	Amount
a) Net Fixed Assets	23.26
b) Net Producing Property	-
c) Capital Work in Progress	658.74
d) Exploratory & Development Wells-in-Progress	-
e) Current Assets	75.61
f) Cash and Bank	28.19
g) Liabilities	289.60
h) Income	-
i) Expenditure	33.94

45.1 Block 5A, Blocks 1,2 &4 in Republic of South Sudan

The Company has 24.125% participating interest in Block 5A initially falling in the territory of the Republic of Sudan (ROS). South Sudan seceded from ROS as an independent country effective from 9 July 2011. In view of the separation of South Sudan, the entire contract area of Block 5A now falls in the territory of the Republic of South Sudan (RSS). The partners of Block 5A along with Nilepet, the national oil company of RSS, signed a Transition Agreement (TA) with Government of South Sudan (GOSS) on 13 January 2012 which allows the partners to continue their rights for oil exploration and exploitation in the contract area of Block 5A.

RSS is a landlocked country and the crude oil produced from blocks in RSS was evacuated to the export market utilising the oil processing and transportation facilities of ROS until 3rd week of January 2012. Effective from 23 January 2012, GOSS enforced shut down of petroleum operation in RSS since the Government of Sudan (GOS) and GOSS could not be agree on the commercial terms including the Transit fees for the transportation of oil produced in RSS through ROS facilities. All the operations related to E&P activities in the RSS has been shut down on temporary basis effective from 23 January 2012.

Both the Governments signed a comprehensive agreement on 'Oil and related economic matters'. Post signing of the oil agreement, GOSS has directed the resumption of oil production from the Block and GOSS has directed the oil operating companies in ROS to accept and process and transport the oil produced in Block 5A, RSS.

45.3 Satpayev Block, Kazakhstan:

Effective 12th October 2011, the Company has acquired 25% Subsoil use rights from National Company JSC KazMunayGas (KMG) in the Contract for Exploration and Production of Hydrocarbon (Contract) in Satpayev Area which was signed on 15th June, 2010 between Ministry of Oil and Gas (MOG), Kazakhstan and KMG. KMG now holds subsoil use rights of 75% in the Block. The amounts paid toward initial payment and signature bonus aggregating to ₹ 4,753.63 Million (as on 30 September 2011 Nil) are disclosed as Capital Work In Progress in Note 19.

45.4 AFPC, Syria

ONGC Nile Ganga BV (ONGBV) and Fulin Investments Sarl, a subsidiary of China National Petroleum Company International (CNPCI), hold 50% shareholding each in the Dutch joint venture company, named Himalaya Energy Syria B.V. (HESBV). HES B.V. in turn through three German entities i.e. HES Sham, HES Dez and HES Gas Syria hold 33.33% to 37.5% PI in four Production Sharing Contracts (PSCs) in Syria. The Syria business for the above PSC of ONGBV is structured as separate class business (Class C).

Effective 1st December 2011 Al Furat Petroleum Company (AFPC) an Operating Company jointly held by the Contractor and General Petroleum Company (GPC), which represents Govt. of Syria in the Operating Company, were included in the list of sanctioned enterprises by the European Union as part of the strengthening of the sanctions on Syria. Due to the sanctions, HESBV, as an EU company, has been forbidden to directly or indirectly make funds or resources available to or for the benefit of AFPC and GPC.

In December 2011, SSPD's nominee on the Board of Directors of AFPC communicated to the Chairman of AFPC, the Minister of Petroleum and the General Manager, GPC, Syria that at the moment circumstances (including EU sanctions) exist which are beyond the reasonable control of SSPD and HESBV, which prevents the parties from discharging their obligations under the Contract. He further informed in his letter that based on the opinion of an independent law firm, the restrictions that the Contractor face lead to a Force Majeure (FM) situation under the Contracts.

In an opinion obtained by OVL from an Independent law firm, nothing in the PSC would permit GPC to take, own or dispose of the Contractor's share in the event of force majeure being called. Further, once the sanctions have been lifted, the Contractor could then claim its share in production done during the period of the sanctions and pay for the expenditure of those operations if appropriate.

Post the Force Majeure, the operation of the project is continued to be carried out by AFPC. HESBV while preparing its accounts for the period ended 31st March 2012 has accounted for revenue and expenses based on the Joint Interest Billings received by HESBV up to the period November 2011 and has also accounted for its share of expenditure of SSPD for the period up to March 2012.

As per the financials prepared by HESBV for the period ended 31st March 2012, ONGBV's share of net fixed assets in HESBV is EURO 32.92 Mn and trade receivables of EURO 56.44 Mn. Due to the political situation in Syria and the EU sanction, this Cash Generating Unit (CGU),including the above mentioned assets and receivables was tested for impairment by comparing the carrying value with the recoverable value as at 31 March 2012. No impairment provision was required in view of the recoverable value being higher than the carrying value.

45 Disclosure pursuant to AS 19 , Leases

a Khartoum - Port Sudan Pipeline Project:

The Company had completed the 12"X741 Kms multi-product pipeline from Khartoum refinery to Port Sudan for the Ministry of Energy and Mining of the Government of Sudan (GOS) on Build, Own, Lease and Transfer (BOLT) basis and handed over the same to GOS during the financial year 2005-06. The project was implemented in consortium with Oil India Limited, Company's share being 90%.

The EPC Contractor executing the project claimed additional costs aggregating to USD 37.15 Million, Company's share being USD 33.43 Million (90%), which have not been accepted by the Company. The Company, in turn has filed a claim as per the contract with GOS for their approval of an aggregate amount of USD 46.18, Company's share being USD 41.56. The EPC Contractor has initiated arbitration with a claim for USD 25.49 Million plus interest against the Company. Pending settlement with the EPC Contractor, an amount of USD 22.94 Million, being the Company's 90% share out of total claim of USD 25.49 Million has been accounted as liability in the relevant year. No revenue in this respect has been recognized since the claim has not been accepted by GOS. OVL has served a pre-arbitral notice on GOS which is a requirement prior to initiating any legal proceedings in Sudan.

The payment under the contract with GOS would be received over a period of 10 years including a moratorium of one year from the date of the contract (30 June, 2004) in 18 equal semi-annual instalments along with lease rental. The lease period commenced from the date of handing over of the pipeline system and will continue till all payments by GOS are completed. All titles in the works and the transportation system shall vest in the Company and the title shall pass to GOS in proportion to the payments made by GOS against total payments due to Company under the contract. Further, subject to regular payments on due dates by GOS to the Company, GOS shall have the exclusive right to use and operate the pipeline system and the Company shall not assign, transfer, sub-let, sub-contract, mortgage or create any rights to any third party or encumbrances or make any disposition to any third party. Accordingly, the amount of net investment in the lease (i.e. aggregate of Minimum Lease Payments MINUS Unearned Finance Income) is recognized and recorded as receivables under the lease. The finance income thereon has been recognized based upon the pattern reflecting the constant periodic rate of return on the outstanding net investment in the lease.

The first 11 instalments under the contract due till 30th December 2010 have been received. The 12th,13th & 14th instalment amounting to US$ 14.13 Million each (company share US$ 12.72 Million each) due on 30th June 2011, 30th December 2011 and 30th June 2012 respectively have not yet been received. Company has taken a political risk insurance policy for 12th and 13th instalments. As per the insurance policy provision, the company has filed the claim for 12th and 13th instalments with ECGC. No insurance is available for further instalments (14th to 18th). The company has been persuing with the GOS for the payment of the 12th, 13th, & 14th instalments. The GOSS has given sovereign guarantee towards the payment of the instalments for the Sudan Pipeline Project no provision has been made for the above three overdue instalments, of US$ 14.13 Million (Company share US$ 10.73 Million)

The disclosure in accordance with the Accounting Standard (AS) 19 viz. Leases is as under:

(₹ in Million)

Particulars	30th September 2012		30th September 2011	
	Gross	Net	Gross	Net
a) Reconciliation between the total gross investment in the lease and the present value of minimum lease payments as at year end				
- Not later than one year	3,327.88	3,206.69	1,852.05	1,670.85
- Later than one year and not later than five years	1,331.15	1,289.47	2,469.39	2,318.33
- Later than five years	-	-	-	-
Total	4,659.03	4,496.16	4,321.44	3,989.18
b) Unearned Finance Income	162.87		332.2651505	
c) Unguaranteed residual value accruing to Company's benefit	Nil		Nil	
d) Accumulated provision for uncollectible minimum lease payments receivable	Nil		Nil	
e) Contingent rents recognised in the statement of profit and loss for the period	Nil		Nil	
f) General description of the significant leasing arrangement	As described in para above		As described in para above	
g) Accounting Policy followed in respect of initial direct costs	As per Accounting Policy 0.1.2		As per Accounting Policy 0.1.2	

b Financial Lease for BC-10 Project

ONGBV owns 15% equity shares in Tamba B.V. The Netherlands; with the balance held by Shell E and P Offshore Services B.V., The Netherlands ('SEPBV'), and Petrobras Netherlands B.V. The Netherlands ('PNBV'). Tamba B.V. has been established to facilitate the development and production of hydrocarbons in the BC-10 concession, Campos Basin area in Brazil. Tamba B.V. has a third party lease for a major oil field equipment (FPSO) and constructed other sub-sea assets for onwards lease to the BC-10 Project. Both finacial leases commenced on 31st December 2009. For the period, April 1, 2011 to March 31, 2012, the financial statements were reviewed by the auditors of Tamba BV.

Tamba BV leases part of its assets from a third party, Brazilian Deepwater and re-leased these to BC-10 joint venture operated by Shell Brasil Ltda. The risks and rewards incidental to ownership are largely transferred to the lessee. These assets are capitalised and recognised in the balance sheet of BC-10 as from the date the lease contract is concluded, at the lower of the fair value of the asset and the discounted value of the minimum lease instalments. The lease instalments payable are broken down into repayment and interest components, based on a fixed interest rate and instalments as derived from the underlying agreement. The lease commitments are carried under long-term liabilities exclusive of interest. The interest component is recognised in the profit and loss account in accordance with the lease instalments.

Revenue of finance lease contracts represents the transfer of economic ownership from Tamba BV (lessor) to the lessee of the asset, being an affiliate. Cost of sales represents the costs associated with the finance lease contracts. The Company's share of the lease liability (at USD 1= ₹ 52.72) are tabulated below:

Lease liability	₹ In Million
Opening balance as at 1 April 2012	4,038.66
Interest	190.62
Lease Payments	(509.61)
Foreign Currency Translation Adjustment	137.19
Closing balance as at 30 September 2012	3,856.86

The Company's 15% share of future estimated minimum lease expenses in the year and their present values are scheduled to be as follows:

(₹ In Million)

	<1Year	1-5 Years	>5Years	Total
Future minimum lease payments:	981.40	2,548.01	1,791.50	5,320.91
Present value of minimum lease payments	944.40	1,977.77	934.69	3,856.86

Tamba B.V., JV company of ONGBV (15%) has entered into a 15-year lease contract for the supply of the FPSO with a third party. The lease contract contains priced termination options for each of the 15 years and priced extension options for the 4 years following the initial 15-year term. The Company can exercise a priced purchaase option durign the term of the lease. The interest rate implicit in the lease is 9.5% (Previous year 9.5%).

45 Details of Reserves: (As determined by the Reserves Estimation Committee):

(a) Company's share of Proved Reserves in respect of different projects as on 30 September 2012 is as under.

Project	Details	Crude Oil (MMT)	Gas (Bcm)	Total MMToe
GNOP,Sudan	Opening	16.971		16.971
	Addition			0.000
	Ded/Adj			-
	Production	0.247		0.247
	Closing	16.724		16.724

Project	Details	Crude Oil (MMT)	Gas (Bcm)	Total MMToe
Block 5A, Sudan	Opening	6.348		6.348
	Addition			0.000
	Ded/Adj			-
	Production	0.000		0.000
	Closing	6.348		6.348

Project	Details	Crude Oil (MMT)	Gas (Bcm)	Total MMToe
Sakhalin-1, Russia	Opening	34.261	71.182	105.442
	Addition			0.000
	Ded/Adj			-
	Production	0.702	0.224	0.926
	Closing	33.559	70.958	104.516

Project	Details	Crude Oil (MMT)	Gas (Bcm)	Total MMToe
Block 06.1, Vietnam	Opening	0.636	8.517	9.153
	Addition			-
	Ded/Adj			-
	Production	0.018	0.980	0.993
	Closing	0.618	7.537	8.155

Project	Details	Crude Oil (MMT)	Gas (Bcm)	Total MMToe
AFPC, Syria	Opening	2.707	-	2.707
	Addition			-
	Ded/Adj			-
	Production	0.118		0.118
	Closing	2.589	-	2.589

In AFPC, Minor gas historically added to Oil

Project	Details	Crude Oil (MMT)	Gas (Bcm)	Total MMToe
BC-10, Brazil	Opening	4.778	0.400	5.178
	Addition			0.000
	Ded/Adj			-
	Production	0.173	0.006	0.179
	Closing	4.605	0.394	4.999

Project	Details	Crude Oil (MMT)	Gas (Bcm)	Total MMToe
MECL, Columbia	Opening	3.504	-	3.504
	Addition			0.000
	Ded/Adj			0.000
	Production	0.269		0.269
	Closing	3.235	-	3.235

Project	Details	Crude Oil (MMT)	Gas (Bcm)	Total MMToe
IEC,Russia	Opening	15.530	4.683	20.213
	Addition			0.000
	Ded/Adj			0.000
	Production	0.321		0.321
	Closing	15.209	4.683	19.892

Project	Details	Crude Oil (MMT)	Gas (Bcm)	Total MMToe
PIVSA, Venezuela	Opening	11.765	-	11.765
	Addition			0.000
	Ded/Adj			0.000
	Production	0.429		0.429
	Closing	11.336	-	11.336

Project	Details	Crude Oil (MMT)	Gas (Bcm)	Total MMToe
BLOCK-24, SYRIA	Opening	1.803	-	1.803
	Addition			0.000
	Ded/Adj			0.000
	Production	0.001		0.001
	Closing	1.802	-	1.802

Project	Details	Crude Oil (MMT)	Gas (Bcm)	Total MMToe
BLOCK-A1 & A3, Myanmar	Opening		10.297	10.297
	Addition			0.000
	Ded/Adj			0.000
	Production			0.000
	Closing	-	10.297	10.297

Project	Details	Crude Oil (MMT)	Gas (Bcm)	Total MMToe
Total Reserves, OVL	Opening	98.304	95.079	193.383
	Addition	0.000	0.000	0.001
	Ded/Adj	0.000	0.000	0.001
	Production	2.278	1.210	3.489
	Closing	96.025	93.869	189.895

* Crude Oil includes Condensate.

** For calculating "Oil Equivalent" 1,000M^3 of Gas has been taken to be equal to 1 Tonne of Crude Oil.

(b) Company's share of Proved and Developed Reserves in respect of different projects as on 30 September 2012 is as under:

Project	Details	Crude Oil (MMt)	Gas (Bcm)	Total MMToe
GNOP,Sudan	Opening	6.707		6.707
	Addition			0.000
	Ded/Adj			0.000
	Production	0.247		0.247
	Closing	6.460		6.460

Project	Details	Crude Oil (MMt)	Gas (Bcm)	Total MMToe
Block 5A, Sudan	Opening	2.599		2.599
	Addition			0.000
	Ded/Adj			0.000
	Production	0.000		0.000
	Closing	2.599		2.599

Project	Details	Crude Oil (MMt)	Gas (Bcm)	Total MMToe
Sakhalin-1, Russia	Opening	9.122	10.784	19.916
	Addition			-
	Ded/Adj			-
	Production	0.702	0.224	0.926
	Closing	8.420	10.570	18.990

Project	Details	Crude Oil (MMt)	Gas (Bcm)	Total MMToe
Block 06.1, Vietnam	Opening	0.627	4.962	5.589
	Addition			-
	Ded/Adj			-
	Production	0.018	0.980	0.998
	Closing	0.609	3.982	4.591

Project	Details	Crude Oil (MMt)	Gas (Bcm)	Total MMToe
AFPC, Syria	Opening	2.332		2.332
	Addition			-
	Ded/Adj			-
	Production	0.118		0.118
	Closing	2.214		2.214

In AFPC, Minor gas historically added to Oil

Project	Details	Crude Oil (MMt)	Gas (Bcm)	Total MMToe
BC-10, Brazil	Opening	1.437	0.155	1.592
	Addition			0.006
	Ded/Adj			-
	Production	0.173	0.006	0.179
	Closing	1.264	0.149	1.413

Project	Details	Crude Oil (MMt)	Gas (Bcm)	Total MMToe
MECL, Columbia	Opening	3.371		3.371
	Addition			0.000
	Ded/Adj			-
	Production	0.269		0.269
	Closing	3.102		3.102

Project	Details	Crude Oil (MMt)	Gas (Bcm)	Total MMToe
IEC,Russia	Opening	5.391	-	5.391
	Addition			0.000
	Ded/Adj			-
	Production	0.321		0.321
	Closing	5.070	-	5.070

Project	Details	Crude Oil (MMt)	Gas (Bcm)	Total MMToe
PIVSA, Venezuela	Opening	1.019		1.019
	Addition			0.000
	Ded/Adj			-
	Production	0.429		0.429
	Closing	0.590		0.590

Project	Details	Crude Oil (MMt)	Gas (Bcm)	Total MMToe
BLOCK-24, SYRIA	Opening	0.050	-	0.05
	Addition			0.000
	Ded/Adj			-
	Production	0.001		0.001
	Closing	0.049	-	0.049

Project	Details	Crude Oil (MMt)	Gas (Bcm)	Total MMToe
Total Reserves, OVL	Opening	32.655	15.911	48.566
	Addition	0.000	0.000	0.000
	Ded/Adj	0.000	0.000	-
	Production	2.278	1.210	3.488
	Closing	30.377	14.701	45.078

* Crude Oil includes Condensate.

** For calculating 'Oil Equivalent' 1,000 M^3 of Gas has been taken to be equal to 1 Tonne of Crude Oil.

(c) The year end reserves of the company has been estimated by the Reserves Estimation Committee (REC) of the parent company ONGC, which follows international reservoir engineering procedures consistently.

48 Segment Information

(₹ in Million)

	Asia		FSU Countries		Latin America		Africa		Unallocated		Grand Total	
	H1 2012-13	FY 2011-12	H1 2012-13	FY 2011-12	H1 2012-13	FY 2011-12	H1 2012-13	FY 2011-12	H1 2012-13	FY 2011-12	H1 2012-13	FY 2011-12
External sales	6,261.74	28,928.64	38,778.89	80,591.95	27,079.16	59,506.41	9,295.66	54,446.12	-	-	81,415.45	223,473.12
Inter Segment sales	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	6,261.74	28,928.64	38,778.89	80,591.95	27,079.16	59,506.41	9,295.66	54,446.12	-	-	81,415.45	223,473.12
Results	4,325.01	7,058.76	18,854.80	7,278.30	(3,891.35)	16,056.41	87.05	19,220.09	-	-	19,375.51	49,613.55
Segment results	3,539.87	7,058.76	18,854.80	7,278.30	896.00	16,056.41	3,688.97	19,220.09	- 194.96	-	26,784.68	49,613.55
Unallocated corporate Expenses (Net)	-	-	-	-	-	-	-	-	(4,157.54)	1,294.00	(4,157.54)	1,294.00
Operating profit or (Loss)	3,539.87	7,058.76	18,854.80	7,278.30	6,518.43	16,056.41	3,688.97	19,220.09	(4,352.50)	1,294.00	28,249.57	50,907.55
Interest expenses	-	-	262.62	858.18	420.78	1,308.18	-	-	719.76	803.44	1,403.16	2,969.80
Interest and other income	(5.03)	15.28	122.48	176.37	12.46	24.73	170.34	429.38	1,078.57	2,255.37	1,378.82	2,901.13
Income & other Tax	4.64	-	6.44	93.42	3,513.61	3,257.72	2,054.05	-	4,968.13	20,276.19	10,546.87	23,627.33
Profit / (loss) from ordinary activities	3,457.84	7,074.04	18,810.82	6,503.07	2,504.19	11,515.24	2,433.12	19,649.47	(10,716.70)	(17,530.26)	16,489.26	27,211.55
		0.00		0.00		0.00		0.00		0.00		0.00
Net profit / (Loss)	3,457.84	7,074.04	18,810.82	6,503.07	2,504.19	11,515.24	2,433.12	19,649.47	(10,716.70)	(17,530.26)	16,489.26	27,211.55
Other information	-		-		-		-		-		-	
Segment Assets	30,549.65	48,886.65	278,043.19	250,372.50	73,070.19	74,558.94	92,272.12	89,106.75	-	-	473,935.14	462,924.83
Unallocated Corporate Assets	-	-	-	-	-	-	-	-	46,557.34	43,081.82	46,557.34	43,081.82
Total Assets	30,549.65	48,886.65	278,043.19	250,372.50	73,070.19	74,558.94	92,272.12	89,106.75	46,557.34	43,081.82	520,492.48	506,006.65
Segment Liabilities	(3,728.12)	19,355.89	48,388.33	101,065.82	73,987.81	55,919.73	38,324.78	10,710.02	-	-	156,972.80	187,051.45
Unallocated Corporate Liabilities	-	-	-	-	-	-	-	-	107,014.50	118,541.53	107,014.50	118,541.53
Total Liabilities	(3,728.12)	19,355.89	48,388.33	101,065.82	73,987.81	55,919.73	38,324.78	10,710.02	105,101.05	118,541.53	262,073.85	305,592.98
Capital Expenditure	21,661.08	19,341.14	33,196.62	36,649.69	11,109.38	11,656.41	3,223.34	6,180.83	701.00	12,978.75	69,891.42	86,806.82
Recouped cost	595.20	2,516.27	7,908.29	15,772.85	8,706.96	14,159.60	1,089.94	7,890.68	1,183.78	1,530.38	19,484.17	41,869.78
Non cash Exp.												

Information about Secondary Business Segments (Product-wise):

(₹ in Million)

Revenue from	Period ended September 30 2012	2011-12
Crude Oil* and Natural Gas (Net of VAT)	80,838.21	222,232.71
Transportation Income	577.24	1,240.41
Lease Finance Income	206.85	346.95

*Crude Oil Includes Condensate.

Notes:

(i) Segments have been identified and reported taking into account, the organization and management structure for internal reporting and significantly different risk and return perception in different geographical regions. These are organized into five segments viz. Asia, FSU Countries, Latin America, Africa and Unallocated.

(ii) The segment revenue in the business segment (Product-wise) is revenue from sale of Crude Oil and Natural Gas, Crude Oil Transportation Income and Lease Finance Income.

(iii) Segment Revenue, Results, Assets and Liabilities include the respective amounts identifiable to each of the segments and amount allocated on a reasonable basis. "Unallocated" includes common expenditure incurred for all the segments and expenses incurred at corporate level.

(iv) Revenue figures are shown as net of VAT.

49 a **Capital Commitments**

Capital Commitments based upon the details provided by the operators: ₹ 28,361.70 Million (30 September 2011 ₹ 42,154.70 Million).

Contracts remaining to be executed on capital account amounting to ₹ 1,354.00 Million (as on 30 September 2011 ₹ 1930.20 Million) towards OVL share for building at Vasant Kunj, Delhi wherein the contracts have been awarded by parent company to various agencies and OVL is to share the costs.

Capital Commitments In respect of Subsidiaries Is ₹ 3,629.04 Million eqvt of USD 68.84 Million (as on September 2011 ₹ 6,347.45 Million eqvt of USD 129.81, Previous year ₹ 11,537.44 Million eqvt of USD 225.69 Million).

b **Other Commitments:**

The Company either on its own or in consortium with other partners carries on its business in respect of exploration, development and production of hydrocarbons under agreements with the host governments. Several of these agreements provide for certain minimum work obligations/ certain minimum financial commitments over a period of time. The Company's share of such obligations/ commitments in respect of agreements where such obligations / commitments have not been completed as of the reporting date amounted to USD 128.22 Million equivalent to ₹ 6,759.64 Million (as on 30 September 2011 USD 129.53 Million equivalent to ₹ 6,334.24 Million). The Company is confident of meeting the obligations/ commitments.

50 **Contingent Liability**

Liability for payment to contractual workers for regularization of their services is pending with Labor Court under civil suit. The amount of liability is not ascertainable.

Claims not acknowledged as debt ₹ 553.03 Million plus interest amount uncertainable. (As on 30th September 2011 ₹ 512.96 Million)

Disputed income-tax demands (excluding cases decided in favour of Company and addition made by the AO on protective basis): ₹ 7,145.56 Million (As on 30 June 2011: ₹ 5,497.54 million). Against disputed tax demands,₹ 9,438.08 Million (As on 30 June 2011: ₹ 9,438.08 million) has been paid by the Company or adjusted by the authorities against refunds due to the Company from time-to-time. Attention is invited to note 41 above.

Disputed Income-tax demands (excluding cases decided in favour of Company and addition made by the AO on protective basis): ₹ 7,145.56 Million (As on 30 September 2011: ₹ 6,418.45 million). Against disputed tax demands,₹ 9,438.08 Million (As on 30th September 2011: ₹ 9,438.08 million) has been paid by the Company or adjusted by the authorities against refunds due to the Company from time-to-time. Attention is invited to note 41 above.

The Service Tax Department has issued a demand cum show-cause notice dated 11th October 2011 requiring the Company to show cause why service tax amounting to ₹ 28,163.14 Million (including Education Cess and SHE cess), the interest on such amount and penalty should not be demanded and recovered from the Company. Service Tax Department has calculated these tax amounts based on foreign currency expenditure reported in the Company's financial statements covering the reporting periods from 1st April 2006 to 31st December 2010 and contending that these expenses represent business auxiliary services rendered by OVL's foreign branches and operator of the Joint Venture/ Consortium to the Company. Service Tax Department has issued another demand cum show-cause notice dated 10th April 2012 requiring the Company to show cause why service tax amounting to Rs. 3,693.68 Million (including Education Cess and SHE cess)(on 30th September 2011 ₹ Nil, the interest on such amount and penalty should not be demanded and recovered from the Company on the same contention (SCN dated 11th October 2011) for the periods from 1st January 2011 to 30th September 2011. Company is of the view that the said service tax is not payable and proposes to contest the same. No provision has been made on this account.

In respect of bank guarantees/standby letters of credit obtained from banks for performance guarantee/bid bonds: ₹1,720.25 Million (as on 30 September 2011 ₹ 4,640.85 Million)

The Company has issued Performance Guarantee in respect of concessionary contract for Block BC-10, Brazil and Blocks BM-S-73 and BM-ES-42 on behalf of the subsidary company ONGC Campos Ltda (OCL). The Company is confident that OCL will be able to honor its obligations.

The Company has given a Performance Guarantee on behalf of Petro Carabobo Ganga B.V. to Government of Venezuela in respect of Carabobo 1 Project. The total investment commitment is estimated at USD 1,333 Million equivalent ₹ 70,275.76 Million (as on 30th september 2011 ₹ 65,183.70 Million).

ONGBV has given counter guarantee to the State Bank of India for the issue of performance bonds in favour of Nigerian National Petroleum Corporation, on behalf of ONGC Mittal Energy Limited, with a maximum of 51% of the guaranteed amounts. The outstanding guarantee obligation of the company as on September 30, 2012 was ₹ 4,033.08 Million (USD 76.50 million) ₹ 4,326.08 (USD 76.50 Million) as at June 30, 2011 (previous year ₹ 3,910.68 (USD 76.50 million)) as at March 31, 2012.

ONGBV has given performance guarantee to ANP, the regulatory authority in Brazil, favoring ONGC Campos Ltda (OCL) for BC-10 Project where OCL has a 15% participating interest and Shell Brazil is the operator.

Other contingent liability in respect of subsidiares as on September 30 2012 is ₹ 3,901.49 Million eqvt to USD 74.00 Million (Previous year ₹ 3,394.70 Million eqvt to USD 75.91 Million).

All known contingent liabilities have been indicated. The contingent liabilities, if any, in respect of joint ventures, where the Company is the non-operator are not ascertainable except Sakhalin-1 where the Operator has intimated that the status of contingent liability is Nil.

51 **Derivative Instruments and unhedged foreign currency exposure:**

During the year, OVL has entered into cross currency swap transactions with various banks whereby it has swapped the principal and interest amounts payable towards Bonds issued in domestic markets into USD liability as follows:

Underlying	Notional Principal Amount (₹/Mn)	Notional Principal Amount (USD/Mn)	Termination Date
8.40 % 5 Years Unsecured Non Convertible Redeemable Bonds in the nature of Debentures- Series I	15000	299.23	23rd Dec 2014
8.54 % 10 Years Unsecured Non Convertible Redeemable Bonds in the nature of Debentures- Series II	3700	73.93	6th Jan 2020
Total	18700	373.16	

The business of the Company is carried out entirely outside India. The revenues of the Company are received entirely in foreign currency and substantially all the expenses are incurred in foreign currency. Accordingly, the Company has swapped the Bonds issued in Indian Rupees into USD so as to align the currency of its liabilities and assets, thereby hedging the resulting exposure.

The above swap positions were outstanding on 30th September, 2012 and have been revalued on that date based on Mark-to-Market positions reported by counter-party banks. During the half-year Mark-to-market loss amounting to ₹ 313.99 Millions (Half year ended 30 September 2012 ₹ Nil Millions) has been charged to foreign exchange gain/loss in the Statement of profit and loss.

52 The figures in respect of Subsidiaries / Joint Venture Company have been regrouped / re-arranged based upon the details obtained from the managements of the Subsidiaries / Joint Venture Company, wherever their audited accounts did not provide the break up details required for the consolidated financial statements.

53 ONGC Videsh Limited (the company) is a public limited company domiciled in India and incorporated under the provisions of the Companies Act 1956. The Company is engaged in exploration, development and production of crude oil and natural gas outside India.

(₹ In Million)

	Joint ventures	Key Managerial personnel	Total H1 2012-13	Total H1 2011-12
Income from rendering services	86.54	-	86.54	62.76
Interest Income	24.34	-	24.34	68.50
Remuneration	-	5.02	5.02	3.72
Capital Contribution	-	-	-	-

Name of related parties and description of relationship (excluding State Controlled Entities):

Joint Ventures	Block 06.1 Project, Vietnam
	Sakhalin-1 Project, Russia
	Block 1a, 1b, 2a, 2b & 4 Project, Sudan
	Block 5A Project, South Sudan
	MECL, Colombia
	AFPC, Syria
	Block BC-10, Brazil
	Block BM-SEAL-4, Brazil
	Block BM-BAR-1, Brazil
	Block BM-S-73, Brazil
	Block BM-S-74, Brazil
	Block A-1 Project, Myanmar
	Block A-3 Project, Myanmar
	Farsi Block Project, Iran
	Block XXIV Project, Syria
	Block 2, JDZ, Nigeria / STP
	Block 25-29, 35 (Part) & 36 Project, Cuba
	Khartoum – Port Sudan Pipeline Project, Sudan
	ONGC Mittal Energy Limited, Cyprus
	Block RC-8, Colombia
	Block RC-9, Colombia
	Block RC-10, Colombia
	Block SSJN-7, Colombia
	Block CPO-5, Colombia
	San Cristobal Project, Venezuela
	Carabobo Project, Venezuela
	ONGC Nile Ganga B.V. , The Netherlands
	OOO Imperial Frac Service, Russian Federation
	Satpayev Project, Kazakhstan

Key Management personnel (excludes Joint Venture Company)	Mr D K Sarraf, Managing Director (with effect from September 16, 2011)
	Mr S P Garg, Director (Finance)
	Mr S. Roychoudhary, Director (Operations) (till June30, 2012)
	Mr N K Verma, Director (Exploration) (with effect from 1st January, 2012)
	Mr S Bhattacharya, Director (Operations) (with effect from 1st July, 2012)
	Ir. A R Baron Mackay Holding B.V., Director, ONGC Nile Ganga B.V.
	Mr Costas Christoforou, Director, Jarpeno Limited
	Ms Arlene Nahikian, Director, Jarpeno Limited
	Ms. K. Antoniadou, Director, Jarpeno Limited
	Ms. E. Chrysanthou, Director, Jarpeno Limited
	Mr A. Loizou, Director, Jarpeno Limited
	Mr. Roland Göransson, Director, Carabobo One AB
	Mr. Richard Chindi, Director, Carabobo One AB

V. Sreedhar (signature) | S P Garg (signature) | D K Sarraf (signature)

(V Sreedhar)
Company Secretary

(S P Garg)
Director (Finance)

(D K Sarraf)
Managing Director

(Sudhir Vasudeva)
Chairman

As per our report of even date attached
For S. Mann & Co.
Chartered Accountants

For GSA & Associates
Chartered Accountants

(Subhash Mann)
Partner (M No 080500)
Firm Regn Number 000075N

(Sunil Agarwal)
Partner (M No. 083899)
Firm Regn Number 000257N

New Delhi
November 10, 2012

Notes

1. The Consolidated Financial Statements represent consolidated limited reviewed Accounts of the Company (ONGC Videsh Limited) and unaudited accounts of its Subsidiaries and Joint Venture Company, and incorporate financial statements of the Company and its Subsidiaries and the Joint Venture Company for the six months ended 30 September 2012.

2. The Company issued right shares of ₹ 40,000 million consisting of 400,000,000 (Four Hundred Million) equity shares of ₹ 100 each ranking pari paasu in all respects with the existing equity shares to the Parent company ONGC. The consideration was received by way of adjustment from the loan provided by the parent company. EPS for the period on like to like basis considering paid up share capital of ₹ 10,000 million is ₹ 136.3 for standalone and ₹ 164.89 for consolidated.

3. Presently the company is facing a temporary shutdown of oil production from its Blocks 1, 2 &4 as well as Block 5A located in South Sudan. Sudan and South Sudan signed an Agreement on Oil and Related Economic Matter enabling processing and transportation of crude oil production from South Sudan facilities of Sudan. The Government of South Sudan has directed the oil companies to resume oil production from South Sudan. In view of secession of South Sudan, the GOS share of oil production from Sudan is not sufficient to meet the local refinery requirements. The Government of Sudan (GOS) is lifting the foreign contractors including company's share of crude oil for its local refinery requirements. The company share of crude oil lifted by GOS has not been accounted in the revenue during the period pending finalisation of a sale agreement with the GOS and accounted as under lift quantity valued at cost.

4. The reduction in revenue during the half year ending 30th September 2012 is mainly due to:

   i) Shut down of production enforced by Government of South Sudan in Block 1, 2 & 4 as well as Block 5A in South Sudan.

   ii) Non-availability of information in respect of AFPC, Syria due to current force majeure situation.

5. There are no changes in Significant Accounting Policies for current period under review as compared to the Year ended 31 March 2012.

For and on behalf of board of directors

(V Sreedher) Company Secretary	(S P Garg) Director (Finance)	(D K Sarraf) Managing Director

As per our report of even date attached

For S. Mann & Co. Chartered Accountants	For GSA & Associates Chartered Accountants
(Subhash Mann) Partner (M No 080500) Firm Registration Number 000075N	(Sunil Agarwal) Partner (M No. 083899) Firm Registration Number 000257N

ဝင)၁၉။

ဦးထွန်းထွန်းမြင့်(စု(၅))

ငွေပေးသွင်းသူသို့ ပြန်ပေးရန်

စည်း

"အခွန်ပေးဆောင်မှုအတွက် အထူးပင် ကျေးဇူးတင်ရှိပါသည်။"

3 - 3 - 14

ာမ်းလုပ်ငန်းမှတ်ပုံတင်အမှတ် 12545/MCO/2013-14

ာမ်းအမည် Machinery & Solutions Co;Ltd

၁၀၈-က၊ သံလွင်လမ်း ၊ ၊ ဗဟန်း ၊ ရန်ကုန်တိုင်း

835387.00 နှင့်ဒဏ် 83539

ငွေ

ဂဏန်းဖြင့် **918926.00**

စာဖြင့်(ကျပ်) ကိုးသိန်းတစ်သောင်းရှစ်ထောင်ကိုးရာ့နှစ်ဆယ့်ခြောက်-တိတိ

၇။၄။၂၀၁၄

းသဖြင့်လက်ခံရရှိပါသည်

k918926

ဘဏ်မန်နေဂျာ

မှာစီးပွားရေး
ာဏ်တံဆိပ်